

Exhibit 19

In the Matter Of:

In Re: LTL Management LLC

NABIL MAJED NACHAWATI

May 24, 2023



CONFIDENTIAL

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

CASE NO. 23-12825 (MBK)

CHAPTER 11

IN RE:

LTL MANAGEMENT LLC BANKRUPTCY,

Debtor.

** CONFIDENTIAL **

REMOTE VIDEOTAPED DEPOSITION OF

NABIL MAJED NACHAWATI

Wednesday, May 24, 2023

3:03 p.m. (EDT)

Reported By:

Joan Ferrara, RMR, FCRR

Job No. 2023-898654

CONFIDENTIAL

May 24, 2023

3:03 p.m. (EDT)

Confidential Videotaped Deposition of
NABIL MAJED NACHAWATI, held remotely via
Zoom, before Joan Ferrara, a Registered
Merit Reporter, Federal Certified Realtime
Reporter and Notary Public.

CONFIDENTIAL

REMOTE APPEARANCES:

ON BEHALF OF THE COMMITTEE:

BROWN RUDNICK

BY: ALEX KASNETZ, ESQ.

JENNIFER SCHEIN, ESQ.

SUSAN SIEGER-GRIMM, ESQ.

ON BEHALF OF THE WITNESS:

LAW FIRM OF BRIAN W. HOFMEISTER:

BY: BRIAN HOFMEISTER, ESQ.

ON BEHALF OF DEBTOR LTL MANAGEMENT:

JONES DAY

BY: MARK RASMUSSEN, ESQ.

ON BEHALF OF THE AD HOC GROUP OF SUPPORTING

COUNSEL:

COLE SCHOTZ

BY: JUSTIN ALBERTO, ESQ.

SETH VAN AALTEN, ESQ.

CONFIDENTIAL

REMOTE APPEARANCES: (Continued)

ON BEHALF OF THE US TRUSTEE:

OFFICE OF THE UNITED STATES TRUSTEE

FOR THE UNITED STATES TRUSTEE, ANDREW R.

VARA

BY: LINDA RICHENDERFER, ESQ.

LAUREN BIELSKIE, ESQ.

ON BEHALF OF THE AD HOC COMMITTEE OF STATES

HOLDING CONSUMER PROTECTION CLAIMS:

WOMBLE BOND DICKINSON (US) LLP

BY: LISA TANCREDI, ESQ.

ON BEHALF OF PAUL CROUCH:

RUCKDESCHEL LAW FIRM, LLC

BY: JONATHAN RUCKDESCHEL, ESQ.

CONFIDENTIAL

REMOTE APPEARANCES: (Continued)

ON BEHALF OF THE AD HOC COMMITTEE OF
SUPPORTING COUNSEL:

PAUL HASTINGS

BY: RYAN MONTEFUSCO, ESQ.

ABIGAIL WALD, ESQ.

WILLIAM K. WHITNER, ESQ.

ON BEHALF OF REBECCA LOVE AND OTHER OVARIAN
CANCER PLAINTIFFS:

ASHCRAFT & GEREL

BY: MICHELLE PARFITT, ESQ.

ON BEHALF OF SUE SOMMER-KRESSE, TCC MEMBER:

MOTLEY RICE LLC

BY: JOHN BADEN, ESQ.

CONFIDENTIAL

REMOTE APPEARANCES: (Continued)

ON BEHALF OF THE STATES OF MISSISSIPPI AND

NEW MEXICO:

GIBBONS P.C.

BY: KYLE MCEVILLY, ESQ.

ON BEHALF OF JOHNSON & JOHNSON and JOHNSON &

JOHNSON HOLDCO:

WHITE & CASE LLP

BY: KATHRYN KUETHMAN, ESQ.

SAMUEL HERSHEY, ESQ.

MATTHEW E. LINDER, ESQ.

ON BEHALF OF OFFICIAL COMMITTEE OF TALC

CLAIMANTS:

OTTERBOURG PC

BY: ADAM SILVERSTEIN, ESQ.

JENNIFER FEENEY, ESQ.

JOHN BOUGIAMAS, ESQ.

CONFIDENTIAL

REMOTE APPEARANCES: (Continued)

ON BEHALF OF KATHERINE TOLLEFSON AND OTHER
MESOTHELIOMA PLAINTIFFS:

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC

BY: SUZANNE RATCLIFFE, ESQ.

ON BEHALF OF ALISHA LANDRUM AND OTHER TALC
CLAIMANTS:

BEASLEY ALLEN

BY: TED MEADOWS, ESQ.

ON BEHALF OF THE TCC:

GENOVA BURNS, LLC

BY: DANIEL STOLZ, ESQ.

ALSO PRESENT:

DEANE CARSTENSEN, Videographer

CHAIM ARONOV

GEORGE ALCHAS

GILLIAN DEERY

CONFIDENTIAL

REMOTE APPEARANCES: (Continued)

ALSO PRESENT:

ANDY BIRCHFIELD

CAMERON MOXLEY

CAMERON STEPHENSON

CHARLES RUBIO

DAVID WEINSTEIN

ERIK KARST

GREG STARNER

JACOB EISENBERG

JARED QUIGLEY

JEFF JONAS

JULIA PIKE-FORSTER

KATE MULLALEY

LENARD PARKINS

LYDELL BENSON

MICHAEL MAIZEL

PETER KEANE

RACHEL MORSE

RICHARD GOLOMB

WILL SCHEFF

KATE MULLALEY

NACHAWATI - CONFIDENTIAL

THE VIDEOGRAPHER: We are now on
the record. Today's date is May 24,
2023. The time right now is 3:03 p.m.
Eastern Daylight Time.

This is the video deposition of
Majed Nachawati in the matter of LTL
Management, LLC bankruptcy, filed in
the United States Bankruptcy Court,
District of New Jersey, Case
Number 23-12825 (MBK).

This deposition is taking place
via web videoconference with all
participants attending remotely.

My name is Deane Carstensen. I
am the videographer representing
Lexitas today.

Counsel will be noted on the
stenographic record.

Our court reporter today is Joan
Ferrara, also representing Lexitas.

The court reporter can now swear
in the witness and then we may
proceed.

NABIL MAJED NACHAWATI, II,

NACHAWATI - CONFIDENTIAL

called as a witness, having been
duly sworn by a Notary Public, was
examined and testified as follows:

EXAMINATION BY

MR. SILVERSTEIN:

Q Good afternoon, Mr. Nachawati.

This is Adam Silverstein representing the
Official Committee of Talc Claimants.

Once again, it's good to see
you, not under the circumstances I would
have expected, but be that as it may.

Could you, for the purposes of
the record, just please state your full
legal name again -- I know you gave it to
the videographer -- and your home address?

A Sure.

Great to see you again, Adam.

Full name -- full legal name is
Nabil Majed Nachawati, II. [REDACTED]

[REDACTED]

[REDACTED]

Q Thank you.

I know you're very familiar with
depositions. I want to give you just a few

1 NACHAWATI - CONFIDENTIAL

2 of my rules of the road for today.

3 One is if I ask any questions
4 that are unclear to you, please let me know
5 and I'll try to improve upon it.

6 If you do not indicate that my
7 question is unclear, I will assume you will
8 have understood it and have answered
9 accordingly. Okay?

10 A Sounds fine.

11 Q If you need a break at any time,
12 also, please let me know and I'll
13 accommodate you, except I would ask that
14 you not ask for a break while there is a
15 question pending.

16 A I understand.

17 Q And finally, I do have a good
18 view of your room. It appears there's
19 nobody else there, right?

20 A No one else is in here and the
21 door is closed.

22 Q And it doesn't look like you
23 have anything in front of you.

24 But if at any point you do look
25 at something that's not provided to you by

1 NACHAWATI - CONFIDENTIAL

2 the videographer on the screen as part of
3 these deposition proceedings, please let me
4 know because I would like to ask you about
5 that since it will be essentially part of
6 the deposition if you were to consult
7 something else.

8 A Of course.

9 Q Okay. Are you represented by
10 counsel today?

11 A I am.

12 Q And would you identify who is
13 representing you?

14 A Yes. Mr. Brian Hofmeister.

15 Q And do you have any agreement or
16 understanding with Mr. Hofmeister as to how
17 his fees will be paid in connection with
18 today?

19 A Yes. They're paid under a
20 retainer agreement with my firm, directly
21 by my firm.

22 Q Have you had any discussions
23 with any third party about the
24 reimbursement of your fees that you will
25 incur from Mr. Hofmeister's representation

1 NACHAWATI - CONFIDENTIAL

2 of you today?

3 A No.

4 Q Could you please provide your

5 educational background beginning with

6 higher education, after high school?

7 A Sure. I went to Tarrant County
8 Community College for three years while
9 working full-time, and then I got a
10 transfer scholarship to SMU in Dallas,
11 where I majored in history, graduated while
12 working full-time there at SMU still, and
13 then went immediately to law school at
14 University of Houston Law Center, graduated
15 in law school in 2003.

16 Q Would you briefly describe your
17 professional employment since graduating
18 from the University of Houston Law School?

19 A Sure. I received a
20 post-judicial clerkship for two years for
21 Court of Appeals, the 13th Court of Appeals
22 of Texas. My recollection is I stayed a
23 little longer until my judge had a
24 replacement for me, as she had two-year
25 tenure clerks. That was just Linda Yanez,

1 NACHAWATI - CONFIDENTIAL

2 the 13th Court of Appeals of Texas.

3 Following my clerkship, I've had
4 my firm ever since. I previously had a
5 partner, but it's now -- my firm was
6 formerly known as Fears Nachawati PLLC.
7 It's now Nachawati Law Group PLLC.

8 Q All right. So you've been in
9 practice for yourself or with another
10 partner since you left your clerkship, is
11 that right?

12 A That's correct.

13 Q And so that's approximately
14 17 -- 16, 17 years ago?

15 A A little longer than that, but
16 I'd say more or less, that's pretty
17 accurate.

18 Q Okay. And where are you
19 admitted to practice law?

20 A Texas, Arkansas, New Mexico, DC.

21 Q Have you been admitted to
22 practice law in any jurisdiction in which
23 you're no longer admitted to practice?

24 A No.

25 Q Okay. Do you or your firm,

NACHAWATI - CONFIDENTIAL

either now Nachawati Law Group or
previously Fears Nachawati, represent
clients with claims in the multi-district
litigation entitled In Re: Johnson &
Johnson Talcum Powder Products Marketing
Sales Practices and Products Liability in
the District of New Jersey?

A Yes.

Q Is it okay with you if we refer
to that long MDL as the "MDL"?

A Yes.

Q And if we ever delve into other
multi-district litigations, we'll be clear
that we're talking about something other
than the Johnson & Johnson Talcum Powder
MDL. Okay?

A That's fine.

Q Approximately how many clients
does your firm -- and when I say, "your
firm" -- just one other point of
shorthand -- so that I don't have to repeat
either "Nachawati Law Group" or "Fears
Nachawati," when I refer to "your firm,"
I'm referring to Nachawati Law Group or

1 NACHAWATI - CONFIDENTIAL

2 its -- what I would consider its
3 predecessor, Fears Nachawati, not in a
4 legal sense, but in an informal sense.

5 A That's fine.

6 Q Okay.

7 Now, approximately how many
8 claimants with filed claims in the MDL does
9 your firm represent?

10 MR. HOFMEISTER: Today?

11 MR. SILVERSTEIN: As of today,
12 yes.

13 A As of today, you know, I don't
14 have the specific number of filed cases, so
15 I'm not going to know with precision, but
16 my approximation is roughly 3,300 or so of
17 our cases are filed and have been filed
18 prior to the filing of the bankruptcy of
19 LTL I, and we represent another
20 approximate -- approximately 2,500 that
21 have not been filed because of the stay
22 that's primarily been in place during the
23 tenure -- or during the pendency of LTL I.

24 Q Okay. Thank you for that. Not
25 surprisingly, I'm going to ask some

1 NACHAWATI - CONFIDENTIAL

2 follow-ups about all of that.

3 A Sure.

4 Q With regard to the 3,300 cases
5 that you approximated were filed and in
6 which your firm represented a plaintiff,
7 were all of those cases filed in the MDL or
8 in a court that subsequently the case was
9 transferred to the MDL?

10 A The substantial majority of the
11 cases were filed in the MDL, that's
12 correct.

13 MR. SILVERSTEIN: Okay. I think
14 this will be consistent with what you
15 just said, but I'm going to ask Deane
16 to pull up Tab 5, and I'm going to ask
17 the court reporter to mark the
18 document that is shared to the screen
19 now, entitled "Notice of Debtor's
20 Motion for an Order Directing
21 Plaintiff Law Firms to Disclose
22 Third-Party Funding Arrangements," as
23 Nachawati Exhibit 1.

24 (Exhibit 1, document entitled
25 "Notice of Debtor's Motion for an

NACHAWATI - CONFIDENTIAL

Order Directing Plaintiff Law Firms to
Disclose Third-Party Funding
Arrangements," was remotely introduced
and provided electronically to the
reporter, as of this date.)

BY MR. SILVERSTEIN:

Q Mr. Nachawati, can you see the
first page of this document on your screen
okay?

A Sure.

Q And is this a document, if you
can tell from looking at the first page,
that you've seen before?

A Yes, I think I have.

MR. SILVERSTEIN: I'm going to
ask Deane to please go down to page 4
of the PDF.

BY MR. SILVERSTEIN:

Q This page is entitled "Debtor's
Motion for an Order Directing Plaintiff Law
Firms to Disclose Third-Party Funding
Arrangements."

Do you see that?

A I see page 1 of it.

NACHAWATI - CONFIDENTIAL

Q Right, page 1 of the motion.

A Yes, I see page 1 of the motion.

Q And you understood that this was a motion that LTL had filed in the first bankruptcy to compel the disclosure by law firms, including yours, of any litigation funding arrangements that may have been in place concerning talc claims.

Did you understand that?

A I understood it. Our firm has a general line of credit facility, not specific to talc. That's very common with most firms that operate a plaintiffs' firm.

So no, we don't have any third-party funding related to talc that we went out and sought.

Q Okay. I'm sorry if my question was confusing. I wasn't focused so much on the type of funding, but rather that you understood that this motion was directed to seeking to compel your firm and others at the time to disclose whatever financing arrangements were in place that were available to you to assist you in

1 NACHAWATI - CONFIDENTIAL

2 prosecuting talc claims.

3 A No, that's not the way I
4 understood it. I understood it to mean
5 funding that I specifically sought out for
6 third-party -- from a third party for talc
7 litigation.

8 I mean, if you want to know the
9 number of credit cards I have and all that,
10 I mean, I don't know how that's relevant to
11 this.

12 So I understood it to mean, did
13 I go out there and seek funding to go get a
14 bunch of talc cases, and the answer to that
15 would be no.

16 Q I guess let me ask it
17 differently.

18 Did you understand that this
19 motion would, if granted, compel you to
20 disclose anything?

21 A I understood it, just like I
22 said before, to be a motion that would
23 encompass funding that I sought out
24 specifically for this talc litigation, and
25 that's what I understood it to mean.

NACHAWATI - CONFIDENTIAL

I didn't understand it to mean that the Court was interested or would countenance me disclosing every credit card I have with Amex and line of credit with my general bank, I didn't understand it to mean that, no.

Q Right. So it follows from --

A I think it would be silly, to be frank.

Q And so it follows from your testimony of a few moments ago that if this motion were granted, you understood that you would have nothing to disclose based on what you've just testified to.

A That's correct, unless the bank wants to know about every credit card I have for the firm and line of credit -- general line of credit facility.

Q Okay. I think we understand each other now.

A Sure.

MR. SILVERSTEIN: So I'm going to ask Deane to go down to page 6 of the motion to paragraph 6.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q And I'm going to just read this
4 paragraph in pertinent part. It says:
5 "The Debtor's records reflect that the
6 Plaintiff Law Firms represented the
7 following number of talc claimants as of
8 the Petition Date."

9 And then at (c), it says:
10 "Fears Nachawati Law Firm - approximately
11 3,500 ovarian cancer claimants."

12 Do you see that?

13 A Yes.

14 Q And was that statement by the
15 debtor accurate to the best of your
16 knowledge?

17 A More or less.

18 Q Okay. And so of the
19 approximately 3,300 to 3,500 filed claims
20 that Fears Nachawati was representing
21 clients in connection with regarding talc,
22 those were ovarian cancer claims?

23 A The substantial majority of them
24 were.

25 Q Okay. And when you say,

1 NACHAWATI - CONFIDENTIAL

2 "substantial majority," can you share with
3 us what you have in mind when you use that
4 phrase?

5 A Well, I mean the substantial
6 majority were ovarian cancer claimants and
7 then we had some -- a very small number of
8 mesothelioma claimants we represent as
9 well.

10 Q And just so I understand, when
11 you say, "substantial majority," do you
12 mean more than three quarters, more than
13 90 percent, you know, what are you
14 referring to?

15 A I mean, I would say, you know,
16 it was an approximation, and it's just
17 that, an approximation. 85, 90 percent, if
18 not more. As I sit here today, it's just
19 sort of an approximation.

20 Q Okay. And all of the
21 approximately 3,500 claims that we're
22 talking about were filed claims as of
23 October 14, 2021, when the first bankruptcy
24 was filed.

25 A That's correct. And let me just

1 NACHAWATI - CONFIDENTIAL

2 sort of add one thing.

3 I believe we represented more
4 than that, but I believe in this context,
5 whoever drafted at this document, they
6 probably left that out. I don't know if it
7 was intentional or not, but I did represent
8 substantially more than that number at that
9 time. They weren't necessarily filed.

10 Q Approximately how many clients
11 alleging talc injuries did you represent as
12 of October 14, 2021 with unfiled claims?

13 A I would say approximately 5,500
14 would be my best guess sitting here today.

15 Q I'm sorry, approximately 5,500
16 unfiled claims at that time?

17 A Oh, no. I'm sorry. I
18 apologize, Mr. Silverstein.

19 5,500 total at the time of LTL
20 I's filing.

21 Q Okay. So --

22 A 5,500 filed.

23 Q All right. So approximately
24 2,000 unfiled claims your firm had in its
25 inventory relating to talc as of

1 NACHAWATI - CONFIDENTIAL

2 October 14, 2021, if I understand the math.

3 A Roughly, yes.

4 Q Okay. And of those

5 approximately 2,000 unfiled claims, had you

6 had any tolling agreements in place with

7 Johnson & Johnson or any of its affiliates?

8 A Our firm does not do tolling

9 agreements in the majority of our cases.

10 We move forward. We file our cases, and we

11 litigate with the goal of going to trial or

12 settling for a fair resolution.

13 Q Had you provided any information

14 about any of the unfiled claims in your

15 inventory regarding talc to Johnson &

16 Johnson or any of its affiliates prior to

17 October 14, 2021?

18 A I don't think so. I can't

19 recall exactly, but I don't think so. Not

20 that I recall.

21 I do recall providing some

22 information to the TCC in LTL I. I do

23 recall that, I believe.

24 Q Okay. Of the approximately

25 3,500 filed claims that we are discussing,

1 NACHAWATI - CONFIDENTIAL

2 approximately how many of those were filed
3 in district courts outside of New Jersey
4 and were transferred into the MDL?

5 A I don't have that information at
6 my fingertips. If you really want an
7 answer to that, I'm happy to provide it
8 through my counsel. But I'd be guessing.

9 Q Okay.

10 A I'm sure there were some. I
11 just don't know how many.

12 Q Was the vast majority of the
13 3,500 -- withdrawn.

14 Was the vast majority of the
15 substantial majority of 3,500 claims that
16 were pending in the MDL as of the filing of
17 the first bankruptcy case claims that were
18 filed pursuant to short-form complaints in
19 the MDL itself?

20 A Can you restate that question
21 for me?

22 Q Were most of the claims pending
23 in the MDL as to which your firm was
24 counsel, as of the first bankruptcy filing,
25 claims that were initiated by short-form

1 NACHAWATI - CONFIDENTIAL

2 complaint in the MDL?

3 A I'm not sure. The docket
4 lawyers would handle that.

5 Q Of the filed claims in the MDL
6 as to which Fears Nachawati was counsel, as
7 of the filing of the first bankruptcy case,
8 approximately how many of those were claims
9 in which Fears Nachawati was the lead firm
10 and signed the complaint?

11 A The substantial majority of the
12 cases we file, we are the lead lawyers in
13 our case.

14 Q All right. Was there some
15 number of cases that you count within the
16 approximately 3,500 filed claims that your
17 firm was associated with at the time of the
18 first bankruptcy filing as to which Fears
19 Nachawati was a co-counsel but not the
20 signing law firm?

21 A I don't know the details, but
22 what I will say is when we file a case,
23 we're usually the lead. We may have
24 referral counsel that refer cases in, but
25 when we file a case, we're normally the

1 NACHAWATI - CONFIDENTIAL

2 lead on our files.

3 Q Was -- withdrawn.

4 Approximately what percentage of
5 the filed claims that Fears Nachawati had
6 in its inventory -- when I say, "claims,"
7 I'm referring to talc claims -- as of the
8 first bankruptcy filing were claims that
9 were filed prior to Judge Wolfson's Daubert
10 decision on April 27, 2020?

11 A That's a weeds question. I
12 don't know the answer to that.

13 Q Are you able to approximate the
14 percentage of filed claims in Fears
15 Nachawati's inventory as of October 14,
16 2021 that were filed after the Daubert
17 decision as opposed to before the Daubert
18 decision was issued?

19 A No.

20 Q Was Ms. Kelly Brewer one of the
21 MDL plaintiffs your firm represented as of
22 the time of the first bankruptcy filing?

23 A Yes, she was part of the TCC-1
24 and LTL I.

25 Q Do you still represent

1 NACHAWATI - CONFIDENTIAL

2 Ms. Brewer?

3 A I do.

4 Q When was the last time that you
5 had any form of communication with her?

6 I'm not looking for the
7 substance, just the timing.

8 A Sure. I'd have to check with
9 the attorney, but she's been apprised at
10 all relevant times of all material
11 developments that were important to the
12 case during the pendency of LTL I and
13 following.

14 Q I'm sorry, which attorney would
15 you check with?

16 A It would probably be a
17 combination of teams. I don't have the
18 names specifically off the top of my head,
19 but from time to time, it would be Darren
20 McDowell, and some of his team members, as
21 well as some other lawyers from my firm,
22 myself included.

23 Q Was Ms. Brewer a client that
24 engaged Fears Nachawati after the Daubert
25 decision was issued by Judge Wolfson?

1 NACHAWATI - CONFIDENTIAL

2 A I don't have that information in
3 front of me. So I don't know.

4 Q Do you have any recollection of
5 approximately how many cases filed in the
6 MDL Fears Nachawati had prior to filing a
7 claim for Ms. Brewer?

8 A Restate that question, please?

9 Q Do you have an approximation of
10 how many cases Fears Nachawati had in the
11 MDL before filing a claim for Ms. Brewer?

12 A Approximately 3,500.

13 Q So Ms. Brewer was one of your
14 more recent clients prior to the bankruptcy
15 filing?

16 A As I stated before, I don't have
17 the date at my fingertips. I'm happy to
18 provide that through counsel, if you need
19 that date.

20 Q I'm just trying to understand if
21 you can recall whether Ms. Brewer was one
22 of the clients that Fears Nachawati filed
23 an MDL complaint on behalf of relatively
24 early in its involvement with talc, in its,
25 you know, middle stages of Fears

1 NACHAWATI - CONFIDENTIAL

2 Nachawati's involvement with talc claims,
3 or towards the later stage of its filing
4 talc claims before the bankruptcy filing.

5 A I'd be guessing. So no.

6 Q Okay. Were you appointed to any
7 leadership role in the MDL?

8 A No, and nor did I seek any
9 appointment.

10 Q And by "leadership," just so
11 that we're clear, were you appointed to the
12 executive committee?

13 A No.

14 Q Were you appointed to the
15 steering committee?

16 A No.

17 Q Did you take any depositions in
18 the MDL?

19 A No.

20 Q Did you file -- now, when I say,
21 "you," I'm referring to you or anybody in
22 your firm -- did you or anybody in your
23 firm file any papers in the MDL other than
24 complaints and associated documents like
25 civil cover sheets?

1 NACHAWATI - CONFIDENTIAL

2 A Generally speaking, whatever the
3 Court required us to file, our goal was to
4 comply with the Court's efforts and file
5 what we needed to file.

6 We did have some -- I'm sorry,
7 did you want to --

8 Q I'm sorry, I cut you off. I
9 thought you were done.

10 A Sure. We did have some State
11 Court cases as well on file in various
12 courts, but it was a small number.

13 Q Yeah, I'm going to talk about
14 State -- or ask you about State Court cases
15 in a few moments.

16 But with regard to the MDL, do
17 you recall filing any substantive documents
18 in the MDL other than any complaints that
19 your firm filed?

20 A Could you specify what documents
21 you would be talking about?

22 Q Either motion papers, opposition
23 to motions, notices of appeal?

24 A My recollection is we had a few
25 bellwethers -- again, that's an

NACHAWATI - CONFIDENTIAL

approximation -- we had a few bellwether selections in our talc cases, and we had to enter into a discovery pool that was different, from my recollection, and more intensive than just filing a complaint with the idea that those discovery pool cases that were identified would ultimately be pulled down to trial, cases that were worthy of trial and selected for trial either by order of Court or by consent of parties, by pick of parties, by random selection, or any mix thereof.

Q Okay. So just to drill down on the sort of separate pool of bellwether cases, did you appear at any depositions in connection with the -- any of the discovery in the bellwether cases?

A Not me personally, but my recollection is, some of my lawyers did with those discovery pool cases.

Q Do you recall the names of any of your clients who were in the bellwether pool?

A I don't here today.

1 NACHAWATI - CONFIDENTIAL

2 Q Do you recall approximately how
3 many clients you had in the bellwether
4 pool?

5 A I don't have that information
6 right now in front of me, but I'm happy to
7 supplement through my counsel if you want
8 that information.

9 Q Was it more than one?

10 A I believe so.

11 Q Did you -- did you personally
12 participate in any Court conferences in the
13 MDL?

14 A I believe from time to time.

15 Q Do you have any recollection of
16 that or you're assuming it?

17 I'm trying to figure out what
18 you recall versus --

19 A I think from time to time, you
20 know, I'd either listen in or be briefed by
21 my lawyers who were on the docket tasked
22 with following the CMOs coming out of the
23 Court.

24 Q Did you participate in any of
25 the briefing of the Daubert motion --

1 NACHAWATI - CONFIDENTIAL

2 motions?

3 A No.

4 Q Were you in court for any part
5 of the Daubert hearing?

6 A No.

7 Q Was, to the best of your
8 knowledge, any attorney in your firm
9 present for any part of the Daubert
10 hearing, in court?

11 A They may have been, but I don't
12 have specific knowledge today of that,
13 sitting here.

14 Q Were you -- withdrawn.

15 Do you have any recollection of
16 being in court at any time when
17 Judge Wolfson called the MDL on the
18 calendar?

19 A Not that I recall.

20 Q Did you participate in the
21 drafting of any iteration of the master
22 complaint in the MDL?

23 A No, because that's usually
24 handled by leadership.

25 We're not allowed. I would love

1 NACHAWATI - CONFIDENTIAL

2 to, but I wasn't given that opportunity.

3 Q Did you -- at any point in time,
4 did you or any attorney in your firm submit
5 any time or expenses to Alan Winikur or any
6 of his successors in connection with the
7 common benefit fund?

8 A Restate that question?

9 Q Did you or anyone in your firm
10 prior to the first LTL bankruptcy filing
11 submit any documentation to the
12 Court-ordered common benefit administrator
13 Mr. Winikur or any of his successors for
14 consideration in connection with a common
15 benefit fund?

16 A No, because my recollection at
17 the time is the draft order was submitted
18 by leadership in pretty self-contained and,
19 in a sense, enured only to the benefit of
20 those appointed in leadership-anointed
21 roles.

22 Q Did you at any point in time
23 prior to the first bankruptcy filing engage
24 in any settlement --

25 MR. SILVERSTEIN: I'm sorry, I

NACHAWATI - CONFIDENTIAL

just heard an echo, so I apologize.

I'm just going to start that over.

BY MR. SILVERSTEIN:

Q At any point prior to the first
bankruptcy filing, did you participate in
any settlement negotiations over any of the
talc claims in your inventory with any
representative or attorney for Johnson &
Johnson or its affiliates?

A Can you restate that question?

Q Yes.

At any point in time prior to
October 14, 2021, when LTL filed bankruptcy
for the first time, had you engaged in any
settlement negotiations with any
representative or attorney for Johnson &
Johnson or its affiliates concerning talc
clients you represented?

A From time to time, yes, over the
years. I think it intensified because at
one point, many members of this current
leadership were appointed to the TCC in the
Imerys bankruptcy filing, and my
recollection is they cut a tentative deal

NACHAWATI - CONFIDENTIAL

for half of the amount of the money in the current LTL filing, I think 4-and-a-half billion, and they were all calling me, including defense counsel, trying to get me to vote yes to a \$4-and-a-half billion deal that was supported by many of the members that are on this deposition right now, and my firm was one of the few that voted no, and that plan failed.

Q You're referring to the plan proposed in the Imerys bankruptcy?

A I believe so. That's my recollection.

Q And so with whom on behalf of Johnson & Johnson did you have discussions about the resolution or potential resolution of the Imerys bankruptcy prior to LTL's bankruptcy filing?

A It may have been Jim Murdica.

Q Do you recall having communication or are you speculating?

A More speculation, because the conversations were usually very short. It was, Are you interested in settling? And

1 NACHAWATI - CONFIDENTIAL

2 the answer is, No, and not at \$4-and-a-half
3 billion with an 8/12 common benefit
4 assessment.

5 Q Do you recall anyone --
6 withdrawn.

7 You don't have specific
8 recollection of speaking with Mr. Murdica.

9 Is there anybody at Johnson &
10 Johnson or its affiliates with whom you do
11 specifically recall speaking about the
12 Imerys proposed plan prior to the LTL
13 bankruptcy filing?

14 A Not that I recall here today.

15 Q Can you recall anything about
16 the conversations that you participated in
17 with any Johnson & Johnson or affiliated
18 company representative or attorney
19 regarding Imerys other than what you've
20 described?

21 A No, but I recall several
22 conversations with many of the people in
23 leadership and now on this TCC and LTL II.

24 Do you want me to name those?

25 Q It sounds like you want to, so

1 NACHAWATI - CONFIDENTIAL

2 go ahead.

3 A I'm not sure who is on the
4 phone, but there were several. I'd say
5 several current TCC members in LTL II, but
6 I don't want to mess with the mouse, so I
7 don't want to mess up the tech.

8 But there are several that are
9 on TCC 2 that were in favor of a plan at
10 \$4-and-a-half billion with an 8/12
11 assessment.

12 Q And what was your understanding
13 of what the -- what the nature of the plan
14 was that you described as the \$4-and-a-half
15 billion plan?

16 A \$4-and-a-half billion plan with
17 an 8/12 assessment to go see claimants
18 filed in the MDL with a proportionate split
19 of that money between the OCs primarily, as
20 well as the mesos, at a proportion that I
21 can't remember but that I disagreed with.

22 Q And was that a plan, as you
23 understood it -- withdrawn.

24 Do you recall any differences in
25 the nature of the plan that was proposed,

1 NACHAWATI - CONFIDENTIAL

2 putting aside the economics, between the
3 plan proposed in Imerys that you voted no
4 to and the plan that's been proposed in
5 this LTL filing?

6 A My recollection is it was less
7 than half of what the amount is now. And
8 the current plan as filed in LTL II
9 contemplates no common benefit or EIF,
10 which is a net-net better deal in a massive
11 way for the clients.

12 Q Which clients are you referring
13 to?

14 A Particularly the ones in the
15 MDL.

16 Q Are you talking about your
17 clients or are you talking about some other
18 clients?

19 A My clients. I mean, I can't
20 speak for everyone else's clients. So my
21 clients, most of them.

22 Q And why would the absence of an
23 EIF be beneficial to your clients?

24 A Because that's less money that
25 goes to other third parties and

1 NACHAWATI - CONFIDENTIAL

2 theoretically more money that would go in
3 their pockets, which is in the clients'
4 best interests.

5 Q Have you done an evaluation of
6 how many of your clients, if any, would
7 qualify for treatment under an EIF?

8 A I haven't done that yet.

9 Q And why would the absence of any
10 common benefit funding assist your clients?

11 A Well, because they're
12 responsible for paying a portion of that
13 8/12 self-serving order that was issued
14 approximately 12 years ago.

15 So if there's no common benefit
16 that they have to pay, then they would net
17 more money because they wouldn't have to
18 pay in bankruptcy because there's a general
19 concept, as you know, Mr. Silverstein, in
20 bankruptcy, there is no common benefit.

21 There is an EIF, but the EIF
22 written, per statute, is usually applied
23 only in the context of post-petition
24 value-added in reaching a resolution past
25 confirmation.

1 NACHAWATI - CONFIDENTIAL

2 Q Did you -- in connection with
3 any of your clients who filed claims in the
4 MDL, did you engage any experts?

5 A Yes.

6 Q Did any of those experts prepare
7 any reports that were disclosed?

8 A I don't know.

9 Q Who at your firm would know
10 that?

11 A I'd have to get an answer to
12 that, but it would be generally the lawyers
13 handling the docket -- the day-to-day
14 responsibilities and affairs of the docket.

15 And over 12 years, as you can
16 imagine, it would be different people. So,
17 again, I'm happy to supplement if you
18 request that through my counsel.

19 Q What's the -- I'm sorry, what's
20 the 12 years that you're referring to?

21 A The pendency of the MDL -- or
22 actually, more specifically, Allen's first
23 filed case and then everything thereafter.

24 And when I say, "Allen," Allen
25 Smith, who received the first verdict, yes

1 NACHAWATI - CONFIDENTIAL

2 for liability, zero on damages.

3 Q When, to the best of your
4 recollection, did your firm represent its
5 first talc claimant? What year was that?

6 A I can't recall specifically, but
7 what I will say is I called Mr. Smith
8 himself and congratulated him on the
9 verdict.

10 It was quite impressive given
11 the challenging venue he was in, and it was
12 a case that I was interested in, that I
13 started looking into based on the experts
14 and most of them were experts that believed
15 in the case, were not what we call "hired"
16 experts just for the case. Many of them
17 were Harvard -- tenured Harvard professors
18 and well-respected professors that had been
19 researching the science behind this for
20 decades.

21 When I say, "decades," six-plus
22 decades.

23 Q Going back to the Imerys plan,
24 did you understand whether the Imerys
25 proposed plan, if approved by the

1 NACHAWATI - CONFIDENTIAL

2 appropriate number of votes, would have
3 required all talc claimants with claims in
4 the MDL to seek resort to the bankruptcy
5 trust that was being proposed?

6 A Can you restate that question,
7 Mr. Silverstein?

8 Q You're familiar with what a
9 channeling injunction is?

10 A Of course.

11 Q Did you have any understanding
12 as to whether the proposed Imerys plan
13 involved a channeling injunction?

14 A As I sit here today, I can't
15 recall.

16 I will say at the time I made my
17 decision and all the clients made their
18 decision, I was more familiar. Just -- I
19 don't want to say I'm having a senior
20 moment, but it's been quite some time since
21 that plan took place.

22 So I don't have -- I don't
23 recall all the details of it other than it
24 was a plan that was less than half the size
25 of this current plan.

1 NACHAWATI - CONFIDENTIAL

2 Q Do you have a recollection of
3 whether the plan was an opt-in versus an
4 opt-out plan?

5 A No.

6 Q Outside the context of whether
7 the proposed Imerys plan should be approved
8 or not, did you have any communications
9 that you can recall with Mr. Murdica or any
10 other representative at Johnson & Johnson
11 regarding a possible settlement of your
12 clients' talc claims prior to October 14,
13 2021?

14 A I can't recall specifics. I'm
15 sure he was lurking around asking, but they
16 were very short conversations with me.

17 Q Is it fair to say that you did
18 not have any substantive, productive
19 settlement conversations with any
20 representative of Johnson & Johnson or its
21 affiliates prior to October 14, 2021
22 regarding a possible resolution of your
23 talc claims outside the context of the
24 Imerys plan?

25 MR. RASMUSSEN: This is Mark

NACHAWATI - CONFIDENTIAL

Rasmussen for the debtor.

Objection to the form.

A I don't recall any.

Just to be frank,

Mr. Silverstein, you know me, I'm not interested in settlements that I don't like. So I can't recall. But generally, they would have been short conversations, interested in settlement, and not so kind words on my part, and then a hang-up after that is generally how the format of those calls went.

Q Regarding the Imerys plan, you identified the amount of money to fund the trust. You identified the common benefit fund. You identified the EIF.

Were there any other features of the proposed Imerys plan that you can recall contributed to your recommending to your clients that they vote no?

A Not as I sit here today. I'd like to re-review the plan and make a supplemental answer, if you want, through my counsel. I'm happy to do that for you,

1 NACHAWATI - CONFIDENTIAL

2 if you so wish.

3 Q When was the last time that you
4 gave any consideration to -- withdrawn.

5 When was the last time you
6 looked at what had been proposed in
7 connection with Imerys?

8 A Very recent -- you know -- and,
9 again, I would say this is probably covered
10 by mediator's privilege, but, you know, it
11 is a point of discussion in LTL II.

12 Q Did you -- have you reviewed the
13 Imerys plan in connection with LTL II?

14 MR. MONTEFUSCO: This is Ryan
15 Montefusco for the Ad Hoc Committee of
16 Supporting Counsel.

17 Mr. Nachawati, I just want to
18 caution you, if something is covered
19 by the issue of privilege, please
20 don't disclose any information along
21 those lines.

22 THE WITNESS: Okay.

23 BY MR. SILVERSTEIN:

24 Q Well, all I asked, if you
25 reviewed the Imerys plan.

1 NACHAWATI - CONFIDENTIAL

2 A Not recently, but that's on the
3 list -- to-do list.

4 Q Is it fair that you have not
5 reviewed the Imerys plan subsequent to
6 LTL's second filing?

7 A Not yet, but I intend to review
8 the original plan as filed, but failed.

9 Q Switching subjects and going
10 back to the claims that your firm had in
11 its inventory prior to -- prior to the
12 first bankruptcy filing, what was the
13 nature of the claims that were filed in
14 State Court prior to the bankruptcy filing?

15 A Could you elaborate?

16 Q Yeah. In terms of, one, did you
17 have claims filed in State Court?

18 A We did.

19 Q What was the nature of the State
20 Court talc claims in which your firm was
21 counsel prior to the first bankruptcy
22 filing?

23 A Generally, they were claims that
24 were being pursued as one-off trial cases
25 with our general strategy that's common

1 NACHAWATI - CONFIDENTIAL

2 amongst many of the participants in this
3 meet -- in this deposition, which is you
4 file in State Court, try to get to trial as
5 soon as you can. If you can get a
6 preferential setting, great. And you try
7 the case, if you can.

8 Likewise, you pursue a parallel
9 path in the MDL. You file your cases
10 there.

11 And that's our general strategy
12 with every court we pursue.

13 Q Did any of your cases go to
14 trial?

15 A No.

16 Q And did you have ovarian cancer
17 cases that were filed in State Court?

18 A I believe so, yes.

19 Q Did you have mesothelioma cases
20 that were filed in State Court?

21 A I think so.

22 Q You're not sure?

23 A I believe we did.

24 Let me frame it this way: Most
25 of our meso cases are filed in State Court,

1 NACHAWATI - CONFIDENTIAL

2 not the MDL, where most of the ovarian
3 cancer claims were filed, if that provides
4 any clarity.

5 Q Either in cases filed in the MDL
6 or cases filed in State Court, did your
7 firm take any depositions of Johnson &
8 Johnson prior to October 14, 2021, to the
9 best of your knowledge?

10 A I believe it's possible that the
11 lawyers took some depositions in the State Court
12 proceedings.

13 Q And what is your -- what is your
14 belief based on?

15 A Just by the nature of how we
16 handle the asbestos cases versus the
17 ovarian cancer cases.

18 We had ovarian cancer cases
19 pending in State Court and we had meso
20 cases and lung cancer cases pending in
21 State Court as well. That's my belief, as
22 I sit here today.

23 Q All right. And so I understand
24 your -- with regard to your response that
25 you believe that lawyers in your firm took

NACHAWATI - CONFIDENTIAL

depositions of Johnson & Johnson, that was
in connection with your practice with
mesothelioma and lung cancer cases?

A Yes. And so let me sort of
re -- let me clarify and then I wasn't
thinking about it earlier on, but yes, I
mean, in the context of asbestos and meso,
those cases are typically filed in State
Court where we designate experts, we treat
them as single-off cases.

But we also had ovarian cancer
State Court cases that we were doing the
same with but just a different injury. But
those were a small number on the ovarian
cancer side and a small number with respect
to the mesos in State Court when you
compare it to the overall number filed in
the MDL, if that makes sense.

Q Do you have any specific
recollection of any depositions of Johnson
& Johnson being taken by your firm?

A Not as I sit here today. I'm
happy to supplement with the information
from the lawyers who would have done that

1 NACHAWATI - CONFIDENTIAL

2 work, if you so choose and if you want
3 that.

4 Q Do you have any recollection of
5 your firm taking any in extremis
6 depositions of any of your clients prior to
7 October 14, 2021 in connection with talc
8 litigation?

9 A No.

10 Q Do you have any recollection of
11 your firm filing any briefs in State
12 Court -- withdrawn.

13 Do you have any recollection of
14 your firm filing any briefs in connection
15 with any of the State Court claims
16 regarding talc that your firm was counsel
17 on?

18 A You know, as you probably can
19 imagine, in State Court, the litigation,
20 when you have control and an ability to be
21 involved, there are many motions that are
22 filed and responded to. And so I don't
23 have specific recollections of exactly
24 which ones today.

25 But, again, happy to supplement

1 NACHAWATI - CONFIDENTIAL
2 with that flurry of motion and intense
3 paperwork and discovery, if you so choose
4 and you want to read through all those
5 files, we can provide that information
6 under either a Protective Order or redacted
7 format through my counsel.

8 Q Okay. We may take you up on
9 that.

10 With regard to your mesothelioma
11 talc claims, prior to October 14, 2021, did
12 you engage in any discussions with any
13 attorney representative of Johnson &
14 Johnson or of any of its affiliates
15 regarding a settlement of any of those
16 claims?

17 A Not that I recall. Not me
18 personally.

19 Q Do you have any recollection of
20 anyone else in your firm being engaged in
21 communication with any attorney
22 representative of Johnson & Johnson
23 regarding a potential settlement of any of
24 the State Court mesothelioma claims prior
25 to October 14, 2021?

1 NACHAWATI - CONFIDENTIAL

2 A Not as I sit here today.

3 Q Okay. Did you or your firm
4 represent any government units which had
5 filed claims against Johnson & Johnson
6 relating to talc?

7 A Yes. We represented the State
8 of New Mexico.

9 Q And when did your firm begin to
10 represent the State of New Mexico in
11 talc-related litigation against Johnson &
12 Johnson?

13 A I don't have the specific date
14 in front of me, but I'm happy to provide
15 that, but it's been many years ago.

16 MR. SILVERSTEIN: Okay. I'm
17 going to ask Deane to pull up Tab 12,
18 which I'm going to ask the court
19 reporter to mark as Nachawati
20 Exhibit 2.

21 (Exhibit 2, document entitled
22 "Plaintiff's First Amended Complaint
23 for Declaratory Relief, Damages,
24 Restitution and Civil Penalties", was
25 remotely introduced and provided

NACHAWATI - CONFIDENTIAL

electronically to the reporter, as of
this date.)

BY MR. SILVERSTEIN:

Q I can represent to you,
Mr. Nachawati, that this document -- which
I'll ask Deane to scroll down -- but this
document was submitted by LTL in the first
bankruptcy in connection with its adversary
proceeding to extend the automatic stay and
preliminary injunction to the claims
asserted by the State of New Mexico and the
State of Mississippi.

A What's your question?

Q There's no question yet.

First, I want to see if you are
familiar with this document.

A I'm familiar with this document.
This document precedes the bankruptcy that
was transferred to New Jersey.

And prior to your involvement,
Mr. Silverstein, in North Carolina, where
the original LTL bankruptcy was filed,
prior to being transferred from the North
Carolina bankruptcy judge to Judge Kaplan,

NACHAWATI - CONFIDENTIAL

the Texas Attorney General orally, over the phone, and in a wise way, that I thought was very good, asked the judge whether the preliminary injunction, the automatic stay applied to governmental entities.

And my hope, although it was different later on, was that would have been the law of the case established by Judge Whitley in North Carolina -- in the North Carolina bankruptcy, which would have carved out the governmental entities.

Because I'm a firm believer that they're entitled to their sovereignty and they're entitled to pursue their litigation in their State Court, in their backyard, and I'm absolutely opposed to any idea of a sovereign state being dragged into, either by consent or otherwise, a bankruptcy that should have no relation to.

And I still hold that belief today. And, frankly, I think it's appalling that the debtor could pay counsel for ad hocs of AGs and that it would be advisable to enter into an agreement

1 NACHAWATI - CONFIDENTIAL

2 consenting to bankruptcy jurisdiction as a
3 sovereign state.

4 And that's still my position
5 today, and it will always be.

6 Q Do you see in the upper
7 right-hand corner of this document that it
8 was filed on March 3, 2020?

9 A I do.

10 MR. SILVERSTEIN: And, Deane,
11 please scroll down to the signature
12 page.

13 Scroll up. Okay.

14 BY MR. SILVERSTEIN:

15 Q Do you see that your firm was on
16 the complaint -- the first amended
17 complaint that was filed on March 3, 2020?

18 A I do.

19 Q And do you recall approximately
20 how much prior to the filing of this first
21 amended complaint your firm began
22 representing New Mexico in connection with
23 its claims against Johnson & Johnson?

24 A I don't. There's an extensive
25 process you have to go through pursuant to

1 NACHAWATI - CONFIDENTIAL
2 the State of New Mexico's Sunshine Laws to
3 make sure there's full transparency and
4 approval because you're dealing with a
5 public entity. And anytime you're dealing
6 with a public entity, there are certain
7 disclosure requirements and very specific
8 steps you have to follow.

9 So I don't recall here, but
10 suffice it to say, it's very much by the
11 book because it has to be because it's a
12 governmental entity.

13 Q Does your firm still represent
14 the State of New Mexico in connection with
15 its claims against Johnson & Johnson?

16 A No, we don't.

17 Q And when did that status change?

18 A Approximately a week ago.

19 Q Did your firm withdraw as
20 counsel?

21 MR. HOFMEISTER: Objection.

22 A I don't think I'm at liberty to
23 disclose the circumstances regarding our
24 attorney-client relationship as it existed
25 then or as I sit here today, absent a court

1 NACHAWATI - CONFIDENTIAL

2 order stating otherwise.

3 Q Okay. So just so that we're
4 clear, you're not going to answer whether
5 you withdrew as counsel to the State of New
6 Mexico?

7 MR. McEVILLY: Objection.

8 This is Kyle McEvilly of Gibbons
9 P.C., counsel for the State of New
10 Mexico.

11 I'm going to raise
12 attorney-client privilege and direct
13 you not to answer that question.

14 BY MR. SILVERSTEIN:

15 Q Switching subjects again, just
16 going back -- and Deane, you can take this
17 down -- with regard to the approximately
18 2,000 unfiled claims that your firm had in
19 its inventory relating to talc as of the
20 first bankruptcy filing, I think you
21 identified them as -- well, withdrawn. I'm
22 not sure I got this.

23 Of the 2,000 unfiled claims in
24 your firm's inventory relating to talc as
25 of October 14, 2021, approximately how many

1 NACHAWATI - CONFIDENTIAL

2 were claims that were mesothelioma or lung
3 cancer claims?

4 A I don't have that number right
5 here, as I sit here.

6 Q Was the percentage of your --
7 withdrawn.

8 Did the composition of the
9 unfiled claims in your firm's inventory as
10 of October 14, 2021 parallel the
11 composition of the filed claims in your
12 firm's inventory with regard to claim type?

13 MR. RASMUSSEN: Object to form.
14 Objection to the form of the question.

15 A If you can define "claim type."
16 I mean, if you're asking me were
17 the majority of our claimants at all times
18 ovarian cancer in nature as opposed to meso
19 or asbestos related or -- if that's your
20 question, the answer is, it's generally
21 been the case that the majority of our
22 clients are ovarian cancer-related clients.

23 Q Okay. And when you say,
24 "ovarian cancer-related," what are you
25 referring to?

1 NACHAWATI - CONFIDENTIAL

2 A Well, exposure -- gynecological
3 exposure to talc as opposed to inhalation
4 of talc in a meso case.

5 Q Did your firm have filed claims
6 as of October 14, 2021 in the MDL where the
7 claimant suffered from cervical cancer but
8 not ovarian cancer?

9 A I don't have that detail in
10 front of me, as I sit here today.

11 Q Do you know whether any of your
12 clients, either filed or unfiled, had
13 cervical cancer and not ovarian cancer?

14 A I don't have that information at
15 my fingertips.

16 Q Do you have any recollection --
17 withdrawn.

18 In the past two months, have you
19 done any work to determine whether any of
20 your talc claimants as of October 14, 2021
21 had a form of cancer other than ovarian
22 cancer or mesothelioma?

23 A You're asking if we work on our
24 files -- I mean, we're constantly working
25 on our files, getting records, summarizing

NACHAWATI - CONFIDENTIAL

the records, doing whatever is required to move the case forward even under the circumstances of a stay. So we're always working on our case is the best answer I could give you.

In terms of me getting in the weeds of a law firm that employs approximately 50 lawyers and, you know, a couple of hundred total employees, no, I'm not there with my microscope every day looking over every document. That would be impossible, Mr. Silverstein, as you know.

Q Do you know whether any of your clients -- withdrawn.

Do you know whether any of your talc clients as of October 14, 2021 suffered from fallopian tube cancer and not ovarian cancer?

A I'm sure many suffered from different subtypes of cancer, some that would be related to talc exposure and then, depending on who you ask and depending on what expert you believe, others would not be as related. So --

NACHAWATI - CONFIDENTIAL

Q And what is the basis of your belief that you had clients that were of different subtypes of cancer?

A Well, because when you sign up a client, many times they know they have some type of cancer. They don't know the specific type until we, as their lawyers, request the records.

Then once we request the records, we go through, we look at the science, we summarize the medical records, and we determine how related or not their cancers are with our experts, and with the attorney assigned to looking at causation, what their assessment of the file is based on the summary of the records review and their consultation with the experts that we retain on a consulting basis to help us move through the weeds on those matters, at the granular level, if you will.

Q So since you mention it, as of the first LTL bankruptcy filing, could you describe just what the ordinary course practice was in your firm, not with regard

NACHAWATI - CONFIDENTIAL

to any particular client, but what the ordinary course practice was with regard to client intake and doing the analysis that you just mentioned of getting records and looking at causation and the like, what was -- what were the sequence of events that your firm undertook, in general?

A And I'd have to object to attorney-client privilege. I can't tell you what I do in our cases following retention of our clients.

Q Without telling me what your practices were, did you have ordinary course practices as of the first bankruptcy filing with regard to obtaining medical records and analyzing your clients' claims of causation?

A Yes. From day one, when -- if you're -- prior to the bankruptcy, from day one, when you're retained, generally speaking, you're working on that case when it comes in the door.

You request the records, summarize the records, retain experts, mark

1 NACHAWATI - CONFIDENTIAL

2 the statute of limitations. It's pretty
3 straightforward, if you will, from a law
4 practice standpoint.

5 Q Okay. So your firm will have --
6 withdrawn.

7 Has your firm provided any
8 records to Johnson -- withdrawn.

9 Has your firm provided any
10 medical records to Johnson & Johnson?

11 A I'm --

12 MR. HOFMEISTER: Objection to
13 the extent it involves any
14 confidential communications, whether
15 it be in connection with the mediation
16 process.

17 A As I sit here today, I can't
18 recall, Mr. Silverstein. But what I will
19 say is it's pretty common when you're in a
20 litigation, as a general matter, to
21 exchange records either pursuant to an
22 agreed protective order by order of Court
23 or records release authorizations agreed to
24 by the parties in advance.

25 Q In connection with the second

1 NACHAWATI - CONFIDENTIAL
2 bankruptcy filing of LTL, has your firm
3 provided any either medical records or
4 other substantiation of claims to any
5 representative or attorney of Johnson &
6 Johnson or its affiliates?

7 MR. HOFMEISTER: Objection.

8 A I'm not aware.

9 MR. HOFMEISTER: Same objection.

10 A I'm not aware of that today, as
11 I sit here.

12 MR. SILVERSTEIN: Before we
13 switch subjects, we've been going for
14 a bit more than an hour. I would just
15 suggest a 5-minute break, if that's
16 acceptable to you?

17 THE WITNESS: Sure. No problem.

18 MR. SILVERSTEIN: Okay.

19 THE VIDEOGRAPHER: Okay. We are
20 now going off the record. The time is
21 4:14.

22 (Recess taken 4:14 p.m.)

23 (Resumed 4:22 p.m.)

24 THE VIDEOGRAPHER: We are now
25 back on the record. The time is 4:22.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q Mr. Nachawati, prior to
4 October 14, 2021, had you worked on any
5 Johnson & Johnson talc matters with Mikal
6 Watts?

7 A Not that I recall, no.
8 I tend to -- well, I'll just put
9 it at no. I like doing my work as a firm.

10 Q Had you, prior to October 14,
11 2021, done any work on Johnson & Johnson
12 talc matters with Adam Pulaski?

13 A No.
14 There may be some dual reps that
15 I'm unaware of, but generally speaking,
16 we -- you know, I had no relationships with
17 Mikal Watts or Adam Pulaski in relation to
18 the talc litigation prior to the LTL I
19 filing, if that answers your question.

20 Q And when you say, "dual reps,"
21 you mean clients that potentially had
22 engaged your firm and had also engaged
23 Mr. Pulaski's or Mr. Watts' firm?

24 A That's correct. There may be --
25 you know, in a general sense, without

NACHAWATI - CONFIDENTIAL

regard to any specific file, in a general sense, when you have dual rep, there is an issue to be resolved, which is, you know, who gets what percentage, if any, of the fees, expenses, who is handling the case going forward, and you just try to resolve it.

So in that vein, because of the number of cases that Mr. Watts, and separately, Mr. Pulaski had in a general sense in the mass torts space, dual reps are common and you -- the attorneys on the dockets deal with those matters as they arise.

So that, and we may have had some dealings. But outside of that, none that I am aware of.

Q Did you have any conversations with Mr. Watts about Johnson & Johnson talc claims prior to October 14, 2021 that you can recall?

A No, not that I can recall sitting here today.

Q Did you have any conversations

1 NACHAWATI - CONFIDENTIAL

2 with Adam Pulaski about Johnson & Johnson
3 talc claims prior to October 14, 2021?

4 A Not that I recall sitting here
5 today.

6 Q Your client Ms. Brewer was
7 appointed to serve on the Official
8 Committee of Talc Claimants in November
9 2021, shortly after the first bankruptcy
10 filing.

11 Do you recall that?

12 A Yes.

13 Q And she continued to serve as a
14 member on -- at Official Committee
15 continuously from that time until the
16 dismissal of the first bankruptcy on
17 April 4, 2023, is that right?

18 A I believe so.

19 Q During the entirety of her
20 service as a member of the Official
21 Committee of Talc Claimants, which I'll
22 refer to as the "TCC" from now on --

23 A Sure.

24 Q -- you served as her
25 representative in connection with TCC

1 NACHAWATI - CONFIDENTIAL

2 activities, correct?

3 A Correct.

4 Q And in that capacity, you
5 participated in TCC virtual and in-person
6 meetings, correct?

7 A Many.

8 Q You participated in litigation
9 strategy discussions with other committee
10 representatives and committee counsel?

11 A That's correct.

12 Q You participated in mediation
13 strategy discussions with other committee
14 representatives and committee counsel.

15 Fair?

16 A Generally speaking, that's
17 accurate.

18 Q And you participated in
19 mediations as a representative of the TCC,
20 correct?

21 A In a general sense, I think I
22 can answer that question. That would be
23 yes.

24 Q When did you cease participating
25 in TCC activities?

1 NACHAWATI - CONFIDENTIAL

2 A Following the dismissal of the
3 LTL I bankruptcy.

4 Q Did you continue to serve as a
5 representative of the Official Committee of
6 Talc Claimants on behalf of Ms. Brewer up
7 until April 4, 2023?

8 MR. MONTEFUSCO: Object to form.

9 A Are you referring to the actual
10 dismissal date?

11 Q Yes.

12 A Up to the dismissal date and the
13 dissolution of the TCC in LTL I, that's
14 correct, I believe.

15 Q Okay. During the time that you
16 served as a representative of Ms. Brewer as
17 a member of the TCC through the decision
18 that the Third Circuit issued, you were
19 committed to seeing that the first
20 bankruptcy case dismissed as a bad-faith
21 filing, is that fair?

22 A At that time, yes.

23 Q And you've spoken and written
24 about that publicly, have you not?

25 A That's correct.

1 NACHAWATI - CONFIDENTIAL

2 Suffice it to say, I'm no fan of
3 it.

4 Q On May 24, 2022, you gave an
5 interview to Mark York of the mass tort
6 network LegalCast that's available online,
7 did you not?

8 A I may have. I don't recall the
9 specifics sitting here today.

10 I do many interviews and I write
11 many articles. I think it's an important
12 part of my job as a lawyer, not just
13 representing clients, but making this world
14 a better place.

15 Q And do you recall talking about
16 the LTL filing and the then-pending appeal
17 to the Third Circuit?

18 A I don't recall specifically.

19 Q All right. Let me see if I can
20 refresh your recollection. Bear with me a
21 moment.

22 So I'm going to share to the
23 screen the -- parts of the -- parts of the
24 interview, and then I'm going to -- I'll
25 also share to the chat the URL address, so

1 NACHAWATI - CONFIDENTIAL

2 that everybody can have it, including your
3 counsel.

4 All right. So I just shared the
5 URL address to the chat. I'm going to
6 share this to the screen.

7 Can you see on your screen --

8 A Excuse me?

9 I can see it, if that's your
10 question.

11 Q It was. I think -- I'm not sure
12 if somebody asked for a moment. I wasn't
13 sure if that was the court reporter.

14 I'm just pausing a second on
15 Mr. York.

16 Do you remember Mr. York of the
17 mass tort network, LegalCast?

18 A I'm familiar with him, yes.

19 Q All right. So I'm just going to
20 fast forward. And, unfortunately, this
21 isn't a particularly flattering screenshot,
22 but this is you where I paused with
23 Mr. York, right?

24 A That would look like me. Not
25 the most flattering shot, correct.

NACHAWATI - CONFIDENTIAL

MR. SILVERSTEIN: So I'm going to move forward to 26 minutes and 33 seconds into the interview. I'm going to hit play, and I'm going to ask the court reporter, if she can, to just transcribe what she hears, not as testimony by any stretch, but just so that we have a record of it, if that's possible.

So I'm going to just hit play and then stop at 26 minutes and 50 seconds.

(The following audio clip was played and transcribed as follows:

"We're hopeful that the bankruptcy is dismissed ultimately and that we can go back to the tort system. My firm represents approximately 4 or 5,000 women, ovarian cancer victims, and then, you know, a good number of mesothelioma victims against Johnson & Johnson and we're finding in the bankruptcy right now, I was appointed as one of the

1 NACHAWATI - CONFIDENTIAL

2 largest creditors of Johnson &
3 Johnson.")

4 BY MR. SILVERSTEIN:

5 Q All right. Mr. Nachawati, were
6 you able to hear your own words?

7 A Yes.

8 Q Okay. And the statements that I
9 just played, you believed those statements
10 at the time that you made them on March 24,
11 2022, right?

12 MR. HOFMEISTER: Object to form.

13 A Yes.

14 Q You were hopeful at that point
15 in time that the bankruptcy would be
16 dismissed ultimately and that you could go
17 back to the tort system.

18 A Yes.

19 MR. HOFMEISTER: Objection.

20 BY MR. SILVERSTEIN:

21 Q I'm going to now just scroll
22 forward to 27 minutes and 15 seconds into
23 the interview and play through 28 minutes
24 and 7 seconds, and then ask you some
25 questions.

NACHAWATI - CONFIDENTIAL

MR. SILVERSTEIN: And, again,
I'd ask the court reporter, if she's
able, to transcribe what's said,
again, not as testimony, but just for
the record.

(The following audio clip was
played and transcribed as follows:

"So what I can say at a high
level, Mark, in connection with that
bankruptcy is we -- I'm attempting to
make sure that bankruptcy is
dismissed. We appealed to the Third
Circuit Court of Appeals, and right
now, they're determining whether
Johnson & Johnson can move forward
with the bankruptcy or whether the
filing was in bad faith, and we are
hopeful that the Court of Appeals says
that, Hey, this bankruptcy should have
never been filed and these cancer
victims should be allowed to pursue
their claims in traditional State
Court venues or Federal Court venues,
which would include the multi-district

NACHAWATI - CONFIDENTIAL

litigation that's currently pending
before Judge Wolfson, which is a
Federal Judge, an Article 3 Judge.

"So that's our goal, is to get
the bankruptcy dismissed.")

BY MR. SILVERSTEIN:

Q The statements that we just
played, you heard those just now, right?

A Yes.

Q And you made those statements
believing them to be true when you made
them?

A Yeah, and I'm playing with the
hand that's been dealt to me. It wasn't my
choice that they filed bankruptcy.

Q Right.

On October -- withdrawn.

On March -- withdrawn.

On May 24, 2022, you were
hopeful that the Third Circuit would say
that the bankruptcy should never have been
filed and cancer victims should be allowed
to pursue their claims in traditional State
Court or Federal Court venues.

NACHAWATI - CONFIDENTIAL

MR. HOFMEISTER: Objection to
the form.

A Yes.

Q And your goal at that point in
time was to see the bankruptcy case
dismissed. True?

A True.

MR. SILVERSTEIN: Okay. Moving
forward to 30 minutes and 4 seconds
in -- or 3 seconds in, I'm going to
play it through 30 minutes and
20 seconds into the interview.

(The following audio clip was
played and transcribed as follows:

"So one would think that a
corporation would do the right thing.
In this particular instance, they've
done everything but the right thing.
In fact, they've don't all the --
everything they've done are the wrong
things in our opinion, and it's a
travesty and, you know, we're going to
do everything we can for our clients
to get their day in court.")

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q You believed the statements that
4 we just listened to together on May 24,
5 2022 to be true, right?

6 A That's correct.

7 Q You believed at that time that
8 Johnson & Johnson had done everything but
9 the right thing by filing LTL for
10 bankruptcy, correct?

11 MR. HOFMEISTER: Object to form.

12 A Generally speaking, yes.

13 Q And you were committed at that
14 point in time to do everything you could
15 for your clients to get their day in court,
16 correct?

17 MR. HOFMEISTER: Object to form.

18 A Correct.

19 Q And by doing everything you
20 could to get -- for your clients to get
21 their day in court, you were referring to
22 giving them the opportunity, if they so
23 chose, to pursue their claims in what you
24 described as a traditional State or Federal
25 Court venue, right?

NACHAWATI - CONFIDENTIAL

MR. HOFMEISTER: Object to form.

MR. MONTEFUSCO: Object to form.

A Correct.

Q Okay.

MR. SILVERSTEIN: Moving forward to 32 minutes and 30 seconds into the interview, I'm going to play until 33 minutes and 51 seconds, and then ask some questions.

(The following audio clip was played and transcribed as follows:

"The laws were enacted for. The intent of the bankruptcy laws were to provide corporations who were in financial distress or insolvent the ability to get a fresh start and restructure their organization in order to make it profitable.

"It was never intended for a company with hundreds of billions of dollars on their balance sheets to file bankruptcy for the sole purpose of getting out of paying these people what they should be entitled to based

NACHAWATI - CONFIDENTIAL

on their injuries.

"It's outrageous, Mark, and, you know, I'm hopeful that Third Circuit Court of Appeals or, if necessary, the U.S. Supreme Court weighs in and says, Hey, if you're a multi-billion-dollar company flush with cash on your balance sheets, and you put a dangerous product on the market, our tort laws and our civil justice system is there to make sure that you are held accountable for any and all dangerous products that are put on the market.

"And that has always been how its -- how our system has worked. And only recently had the most reprehensible corporations, including Johnson & Johnson, decided to work the system in ways it wasn't intended all for the sake of denying these cancer victims a fair game court to be heard by a jury.")

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q Those statements, Mr. Nachawati,
4 that you made on May 24, 2022 that we just
5 listened to, at that time, you believed
6 them fervently to be true, correct?

7 MR. HOFMEISTER: Objection to
8 the form of the question.

9 A Correct.

10 Q At that time, you believed the
11 bankruptcy laws were never intended to
12 allow companies with hundreds of billions
13 of dollars on their balance sheets to get
14 out from paying victims.

15 MR. HOFMEISTER: Object to form.

16 MR. MONTEFUSCO: Objection to
17 the form.

18 A Correct.

19 Q You were at that time outraged
20 by Johnson & Johnson's conduct in putting
21 LTL into bankruptcy.

22 MR. MONTEFUSCO: Objection to
23 form.

24 A Correct.

25 Q You were hopeful at that time

NACHAWATI - CONFIDENTIAL

that the Third Circuit or the Supreme Court, if necessary, would say that if you were a multi-billion-dollar company flush with cash on your balance sheet and you put a dangerous product on the market, our tort laws and our civil justice system is there to make sure you are held accountable for any and all dangerous products you put on the market.

MR. HOFMEISTER: Object to form.

MR. MONTEFUSCO: Object to form.

A That's correct, and I'd also say that there needs to be a legislative solution to this issue.

In a perfect world, I wish there were. But the reality we're living in today is there's a second bankruptcy that's been filed, and there's nothing that I can do about that.

Q Well, we're going to come to that.

On May 24, 2022, you believed that only recently, the most reprehensible corporations, including Johnson & Johnson,

1 NACHAWATI - CONFIDENTIAL
2 decided to work the system in ways it
3 wasn't intended at all for the sake of
4 denying cancer victims a fair day in court
5 to be heard by a jury.

6 MR. HOFMEISTER: Objection to
7 the form.

8 MR. MONTEFUSCO: Objection to
9 the form.

10 A I think they're looking for a
11 pathway to resolution.

12 Q We'll come to that.

13 But on May 24, 2022, that's what
14 you believed, at that time, Johnson &
15 Johnson's conduct was reprehensible and
16 that they were abusing the bankruptcy
17 system, true?

18 MR. MONTEFUSCO: Object to the
19 form.

20 A True.

21 Q And now you believe -- and we'll
22 come to it -- that Johnson & Johnson wants
23 to do better, is that fair?

24 MR. HOFMEISTER: Object to the
25 form.

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Object to the
3 form.

4 A I think that's fair.

5 Q Okay. A little bit -- I think
6 one more clip and then we're going to move
7 on from this.

8 A Hopefully, a flattering one,
9 Mr. Silverstein.

10 Q I'm going to leave that to the
11 eye of the beholder.

12 MR. SILVERSTEIN: I'm fast
13 forwarding to 38:05. I'm sorry. And
14 I'm going to continue through 38:56.

15 And, again, ask the court
16 reporter to transcribe this, if she's
17 able to.

18 (The following audio clip was
19 played and transcribed as follows:

20 "You know, it's reasonable to
21 move forward and look at what they've
22 done in the recent past, which is
23 decide that it was okay to sell a
24 product in America with asbestos in
25 it, which has caused, you know,

NACHAWATI - CONFIDENTIAL

thousands of deaths and thousands of
people being injured.

"And what I'm telling you here
is we're going to hold them
responsible. We're going to fight
every day tooth and nail to send a
message to Johnson & Johnson and other
corporations that, No, they can't file
bankruptcy. No, it's not all right to
shortchange these cancer victims, and
we're hopeful that the Third Circuit
Court of Appeals does the right thing
and the U.S. Supreme Court, if it's
appealed there, and there's a similar
finding that solvent companies that
are not in financial distress should
not be able to manipulate the
bankruptcy laws to avoid liability in
the hundreds of billions of dollars.")

BY MR. SILVERSTEIN:

Q Those were statements, again,
fervently made by you on May 24, 2022 that
you believed in, correct?

MR. HOFMEISTER: Object to form.

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Objection to
3 the form.

4 A Correct.

5 Q I'm sorry, I missed your answer,
6 Mr. Nachawati.

7 A That's correct.

8 Q Okay. And at that time, on
9 May 24, 2022, actually one year ago today,
10 you were hopeful that the Third Circuit and
11 the Supreme Court do the right thing,
12 finding that solvent companies that are not
13 in financial distress should not be
14 permitted to manipulate the bankruptcy laws
15 to avoid liabilities in the hundreds of
16 billions of dollars.

17 MR. HOFMEISTER: Object to form.

18 A That's correct.

19 Q And you were talking about
20 Johnson & Johnson, correct?

21 MR. HOFMEISTER: Objection to
22 form.

23 A Correct.

24 Q Okay. Did you send -- I'm going
25 to stop sharing this to the screen.

NACHAWATI - CONFIDENTIAL

Did you send this interview to
any of your clients?

MR. HOFMEISTER: Objection to
the extent it involves any
attorney-client privilege.

A Not that I can recall.

Q Did you share the view, as a
general matter, as a spokesperson, about
what had been happening in the bankruptcy
with any of your -- with any of your
clients?

MR. HOFMEISTER: Objection to
the extent it involves attorney-client
privileged communications.

BY MR. SILVERSTEIN:

Q Yeah, I'm not looking for legal
advice. I'm looking for the public
position you took regarding what Johnson &
Johnson had done in the bankruptcy system.

MR. HOFMEISTER: Same objection.

MR. MONTEFUSCO: Object to the
form.

A In a general sense, we
periodically update our clients in a

NACHAWATI - CONFIDENTIAL

regular form and fashion of what's going on
in the case in chief, in State Court, MDL,
or in the context of bankruptcy, in LTL I
and, in general, LTL II.

MR. RASMUSSEN: Hey, Adam, just
one clarifying thing. You mentioned
this at the outset when you started
playing those video clips, but I just
want to make it sure that it's clear
for the record that anything you play
from that video, you're not planning
to introduce that as sworn testimony,
only the questions that you asked and
the answers you got in response to
your questions would be his testimony
under oath today. Is that clear?

MR. SILVERSTEIN: Yes. The
video is not testimony.

MR. RASMUSSEN: Thanks.

MR. SILVERSTEIN: It's a
testimonial, but it's not testimony.

Okay. Let me move on. And let
me ask Deane to put up Tab 7, which
we'll have marked as Nachawati

NACHAWATI - CONFIDENTIAL

Exhibit 3.

I'm sorry, I gave you the wrong
one, Deane. My apologies. It's
Tab 8.

BY MR. SILVERSTEIN:

Q Mr. Nachawati, can you see this
okay from where you're sitting?

A I can see it pretty well. I'm
still in denial about readers, so I don't
have a pair of readers yet.

MR. SILVERSTEIN: So, Deane, can
you blow it up a little bit so
Mr. Nachawati can see it?

All right. So we're going to
have -- I'm going to ask the court
reporter to mark as Nachawati
Exhibit 3, a document with the heading
"Federal Appellate Court Rejects
Controversial J&J Ploy to Dodge Talc
Cancer Lawsuits." It's dated January
31, 2023, and it appears with the
Nachawati Law Group banner at the top.

(Exhibit 3, article entitled
"Federal Appellate Court Rejects

NACHAWATI - CONFIDENTIAL

Controversial J&J Ploy to Dodge Talc
Cancer Lawsuits", was remotely
introduced and provided electronically
to the reporter, as of this date.)

BY MR. SILVERSTEIN:

Q Are you familiar with this
document, Mr. Nachawati?

A It looks familiar, yes.

Q This was something that was
published on your firm's blog or website
the day the Third Circuit issued its
ruling.

A I don't know that -- the
specifics of that, but I'll -- if that's
your statement and, you know, question
since, I'll take your word for it.

Q Actually, it may have been
posted the next day. It says, Newswire,
January 30, 2023, but it may have been
posted the next day.

But this is a press release your
firm issued following the Third Circuit
ruling, correct?

A Probably through our publicists,

1 NACHAWATI - CONFIDENTIAL

2 yes, that's correct.

3 Q Okay. And do you stand by the
4 quotes attributed to you in your firm's
5 press releases even if prepared by your
6 firm's publicist?

7 MR. MONTEFUSCO: Object to form.

8 MR. HOFMEISTER: Object to form.

9 A As of the time of that issuance,
10 yes.

11 Q Okay. And just scrolling
12 down -- well, actually, withdrawn.

13 Do you recall what your emotions
14 were the day the Third Circuit dismissed
15 the bankruptcy case?

16 MR. MONTEFUSCO: Object to form.

17 A Very happy.

18 Q Did you reach out to Ms. Brewer
19 that day?

20 A That would be attorney-client
21 privilege. So I'm not going to answer that
22 question.

23 But Ms. Brewer was informed in a
24 general sense, I can tell you that.

25 Q Okay. I want to just scroll

1 NACHAWATI - CONFIDENTIAL

2 down. Okay, stop.

3 There's a quote attributed to
4 you. It says: "Our clients are grateful
5 that the Appellate Court saw through this
6 cynical attempt by J&J to avoid
7 responsibility. We will press forward to
8 ensure that jury trials resume, and these
9 women can have the opportunity for justice
10 they deserve."

11 Was that a quote correctly
12 attributed to you on January 31, 2023?

13 A Yes.

14 Q And that's what you believed at
15 that time, that your clients were -- were
16 pressed to move forward for jury trials and
17 would have the opportunity for justice.

18 MR. MONTEFUSCO: Object to form.

19 A That was the plan at the time,
20 yes.

21 Q Okay. And a little bit further
22 down, if your eyes can see this,
23 Mr. Nachawati, there is another quote
24 attributed to you. It says: "It's plain
25 and simple: Profitable corporations like

NACHAWATI - CONFIDENTIAL

Johnson & Johnson should not be allowed to
use bankruptcy laws to avoid
accountability."

That was another statement that
was correctly attributed to you on
January 31, 2023. True?

A True.

Q And that's what you believed in
your heart at that time in the wake of the
Third Circuit opinion. True?

MR. HOFMEISTER: Object to form.

MR. MONTEFUSCO: Object to form.

BY MR. SILVERSTEIN:

Q I'm sorry, I missed you.

THE WITNESS: Court reporter, do
you have the objections noted?

THE COURT REPORTER: Yes, I do,
but I do not have an answer.

A True.

Q Okay.

MR. SILVERSTEIN: And scrolling
down further, Deane, please -- okay,
here we are. Thank you.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q And it says: "With thousands of
4 lawsuits set to resume, Mr. Nachawati said
5 J&J's liability could exceed the
6 \$60 billion it had set aside for the LTL
7 bankruptcy."

8 Do you see that?

9 A I do.

10 Q Again, was that fairly and
11 appropriately attributed to you?

12 A At the time, yes.

13 Q Okay. And when you said that
14 with thousands of lawsuits set to resume,
15 J&J's liability could exceed the
16 \$60 billion that it had set aside for the
17 LTL bankruptcy, the \$60 billion set aside
18 that you were referring to was the first
19 funding agreement that LTL and Johnson &
20 Johnson and old JJCI -- or new JJCI, I
21 should say, had entered into on the way
22 into the first bankruptcy filing, correct?

23 MR. MONTEFUSCO: Objection to
24 the form. Foundation.

25 A Correct.

NACHAWATI - CONFIDENTIAL

Q And that's how you viewed the first funding agreement, was as Johnson & Johnson setting aside \$60 billion to fund talc liabilities. Fair?

MR. MONTEFUSCO: Objection to the form.

MR. HOFMEISTER: Object to the form.

A At the time, fair.

Q And including claims by your other clients, the State of New Mexico?

A Not with respect to the State of New Mexico.

Q Okay.

A We were one of only two states in the nation at the time that strongly opposed any notion of a sovereign state being sucked into a Bankruptcy Court against their will.

And we fought that issue. We won that issue on appeal in LTL I.

MR. SILVERSTEIN: Deane, let's take this down.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q Mr. Nachawati, I'm going to
4 share with you some of your prior thoughts
5 on one more occasion and then we're going
6 to move on to a new subject.

7 MR. SILVERSTEIN: Deane, could
8 you put up on the screen -- and bear
9 with me a moment -- Tab 4, please.

10 And please make it larger for
11 Mr. Nachawati to see.

12 BY MR. SILVERSTEIN:

13 Q Mr. Nachawati, I'm going to ask
14 the court reporter to mark this as
15 Nachawati Exhibit 4, I believe.

16 (Exhibit 4, article entitled
17 "Bankrupting the Civil Justice
18 System", was remotely introduced and
19 provided electronically to the
20 reporter, as of this date.)

21 BY MR. SILVERSTEIN:

22 Q It's a reprint of an article
23 in -- I'm sorry, from the Texas Lawyer by
24 law.com from February 22, 2023 entitled
25 "Bankrupting the Civil Justice System" that

1 NACHAWATI - CONFIDENTIAL

2 was co-authored by yourself and Michael
3 Gorwitz.

4 Do you see that? Do you see the
5 heading?

6 A I do.

7 Q Okay. Do you recall this
8 article --

9 A I do.

10 Q -- that you and Mr. Gorwitz
11 co-authored?

12 A I do.

13 Q Mr. Gorwitz is a lawyer in your
14 firm?

15 A That's correct.

16 Q Okay. And do you stand by the
17 statements that are under your byline in
18 this article as of February 22, 2023?

19 A Yes.

20 Q Okay.

21 MR. RASMUSSEN: Just an
22 objection to the form of the last
23 question. Sorry.

24 MR. SILVERSTEIN: I'll rephrase
25 it.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q On February 22, 2023, you stood
4 behind the statements that were published
5 in the Texas Lawyer under your byline.
6 Fair?

7 A Can we see what we're referring
8 to? I'm getting the top of the document.
9 Nothing more.

10 Q Whatever was published on that
11 day under your byline, you stood behind,
12 did you not?

13 MR. HOFMEISTER: Object to form.
14 If he knows.

15 A At the time, yes.

16 Q Okay.

17 MR. SILVERSTEIN: Let's scroll
18 down, Deane, so that we can see what
19 was said.

20 I'm going to pause. Deane, I'm
21 going to ask you to go down to the
22 second page, if you would, of this
23 document.

24 And could you scroll down,
25 please?

1 NACHAWATI - CONFIDENTIAL

2 All right. Stop.

3 BY MR. SILVERSTEIN:

4 Q You wrote -- I'm referring to
5 the second full paragraph, Mr. Nachawati.

6 You wrote: "Financially sound
7 parties who seek to use the bankruptcy
8 system to evade liability rather than
9 achieve a legitimate corporate
10 restructuring constitute bad faith
11 violations of the basic tenets of the
12 bankruptcy system."

13 You believed that at the time.
14 True?

15 MR. HOFMEISTER: Object to form.

16 A At the time, and I think
17 legislature needs to address this issue.

18 Q Okay. And do you still believe
19 that financially sound parties who seek to
20 use the bankruptcy system to evade
21 liability rather than achieve a legitimate
22 corporate restructuring constitute
23 bad-faith violations of the basic tenets of
24 the bankruptcy system? Has that view
25 changed?

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Object to form.

3 A In a theoretical sense, no.

4 Q Okay. And scrolling down -- I'm
5 sorry, you can stay there.

6 It says: "While these recent
7 rulings reaffirm the integrity of both the
8 bankruptcy and civil-justice systems, the
9 need to remain vigilant against such
10 bad-faith abuses persists. For example" --
11 and then it goes on to say -- "activist
12 investors have recently pushed for the
13 breakup of Bayer, which would include
14 separating the corporation's crop-sciences
15 and pharma units into distinct corporate
16 entities."

17 But focusing on the first
18 statement about the need to remain vigilant
19 against bad-faith abuses, that was your
20 time -- that was your view on February 22,
21 2023.

22 MR. HOFMEISTER: Object to form.

23 A True.

24 MR. SILVERSTEIN: And scroll
25 down, Deane, towards the end.

1 NACHAWATI - CONFIDENTIAL

2 BY MR. SILVERSTEIN:

3 Q You wrote, Mr. Nachawati, or
4 co-wrote: "So long as the corporate
5 defendants continue to view the bankruptcy
6 system as a venue for consolidated
7 resolution of civil litigation rather than
8 bona fide internal financial restructuring,
9 parties and courts must continue to guard
10 against misuses of the protections of the
11 bankruptcy system by bad faith actors such
12 as 3M and Johnson & Johnson."

13 That was what you believed at
14 that time on February 22, 2023?

15 MR. MONTEFUSCO: Object to form.

16 A That's correct.

17 MR. SILVERSTEIN: Okay. Deane,
18 you can take it down.

19 BY MR. SILVERSTEIN:

20 Q Now, after the Third Circuit
21 decision, you participated in discussions
22 with Ken Feinberg and his colleagues in
23 your capacity as a representative of the
24 TCC, is that true?

25 A The LTL I TCC?

1 NACHAWATI - CONFIDENTIAL

2 Q Yes.

3 A True.

4 Q And do you recall how many
5 meetings or discussions with Mr. Feinberg
6 after the Third Circuit decision you
7 personally participated in?

8 A I can't recall, but I mean --

9 MR. HOFMEISTER: Are we
10 referring to before the case was
11 closed, Adam?

12 MR. SILVERSTEIN: I'm sorry, can
13 you repeat that?

14 MR. HOFMEISTER: Is this before
15 the dismissal of TCC 1?

16 MR. SILVERSTEIN: Yes, after --
17 TCC 1 -- once the dismissal occurred,
18 the TCC didn't exist at that time, so
19 yes.

20 BY MR. SILVERSTEIN:

21 Q After you participated in
22 discussions with Mr. Feinberg and his
23 colleagues, after the Third Circuit
24 decision, before the dismissal on April 4,
25 2023, right?

1 NACHAWATI - CONFIDENTIAL

2 A I believe I recall maybe one
3 interaction. I can't -- I mean, I can't
4 say with 100 percent certainty, but -- I
5 mean, there's so many meetings, as you
6 know, Mr. Silverstein, that it's hard to
7 say.

8 But I recall having many
9 meetings at various times with Mr. Feinberg
10 over Zoom and in person in connection with
11 LTL I. Timeframes are harder to recall.

12 Q Okay. Do you recall when the
13 last time you communicated with
14 Mr. Feinberg or any of his colleagues in
15 connection with the first bankruptcy prior
16 to its dismissal was? Do you recall which
17 month that was?

18 A No.

19 Q Okay. In connection with your
20 involvement on behalf of the TCC with
21 communications with Mr. Feinberg, did you
22 also participate in strategy communications
23 with other representatives of the first TCC
24 and its counsel about, you know, what would
25 be conveyed to Mr. Feinberg and how?

1 NACHAWATI - CONFIDENTIAL

2 A That was a long question.

3 MR. MONTEFUSCO: Objection.

4 Form.

5 BY MR. SILVERSTEIN:

6 Q Let me rephrase it.

7 In connection with your

8 involvement with meetings and discussions

9 with Mr. Feinberg after the Third Circuit

10 decision and before the bankruptcy was

11 dismissed, did you also participate in

12 strategy communications with other

13 representatives of other members of the TCC

14 and counsel to the TCC?

15 A Possibly.

16 Q Do you recall any such

17 communications?

18 A Not any one in specific, no.

19 Q Okay. Did you also participate

20 during this time period, between the Third

21 Circuit decision and the dismissal of the

22 first case, in discussions or meetings with

23 the Court-ordered mediators Gary Russo and

24 Joel Schneider in your capacity as a

25 representative of the TCC?

1 NACHAWATI - CONFIDENTIAL

2 A Prior to the Third circuit's
3 ruling?

4 Q After the Third Circuit ruling,
5 prior to the dismissal.

6 A I can't recall, as I sit here
7 today.

8 Q Did you review any term sheets
9 in your capacity as a -- withdrawn.

10 Did you review any draft term
11 sheets prepared by or on behalf of members
12 of the first TCC in your capacity as a
13 representative of the TCC following the
14 Third Circuit ruling and prior to the
15 dismissal of the case?

16 A Not that I recall.

17 Q Okay. Do you recall having any
18 communications about a term sheet with any
19 other representative -- any other
20 representative of a member of the then TCC
21 who may now be members of the --
22 representatives of members of the new TCC?

23 MR. HOFMEISTER: Objection.

24 What's the timeframe?

25 BY MR. SILVERSTEIN:

1 NACHAWATI - CONFIDENTIAL

2 Q Same timeframe, between
3 January 30, 2023 and April 4, 2023.

4 A Not that I recall, as I sit here
5 today, specifically.

6 Q Okay. When was the first time
7 after the Third Circuit ruling that you had
8 any communication with Mr. Murdica
9 regarding a possible resolution of your
10 client's claims outside the context of you
11 serving as a representative of a member of
12 the TCC?

13 MR. HOFMEISTER: Okay.

14 Objection.

15 I need to get clarification here
16 because there was a non-disclosure
17 agreement signed at some point, and I
18 don't want my client violating that.

19 MR. SILVERSTEIN: All right.

20 Well, why don't we deal with that
21 first.

22 BY MR. SILVERSTEIN:

23 Q When did you sign a
24 non-disclosure agreement?

25 A I can't recall, as I sit here

1 NACHAWATI - CONFIDENTIAL

2 today.

3 But what I do recall is having a
4 very specific conversation and full
5 transparency with Mr. Birchfield that --
6 you know, on behalf of my clients, not in
7 my capacity as committee claimant counsel,
8 but just individually on behalf of my
9 clients -- that Mr. Mordica had approached
10 me about signing an NDA and possibly
11 looking at a resolution for my individual
12 clients following the dismissal post Third
13 Circuit of my individual docket.

14 And I informed him of that.

15 Q What month was that?

16 A I don't know.

17 Q How did you inform him of that?

18 A Probably a phone call.

19 Q Where were you, to the best of
20 your recollection?

21 A I can't -- I can't recall.

22 Q Do you recall where you reached
23 him at?

24 A Where he was at?

25 Q Yeah. Did you dial his office,

1 NACHAWATI - CONFIDENTIAL

2 his cell phone?

3 A I can't recall, but I'm fairly
4 certain it was a phone call.

5 Q Did you, before signing -- was
6 that before you signed the NDA or
7 afterwards?

8 A Before I signed the NDA, I
9 wanted to make sure he was clear that I had
10 an intent and an obligation, to be frank,
11 on behalf of my clients to entertain any
12 type of pathway to resolution in my
13 individual capacity on behalf of my
14 individual clients only.

15 And so I was informing him of
16 that in full transparency.

17 Q Do you believe that you were
18 fully transparent with Mr. Birchfield and
19 other representatives of members of the
20 first TCC at that time?

21 MR. HOFMEISTER: Objection to
22 the form of the question.

23 MR. MONTEFUSCO: Objection to
24 form.

25 A I believe so.

1 NACHAWATI - CONFIDENTIAL

2 Q Okay. Now, coming back to the
3 signing of the NDA, the case was dismissed
4 on April 4, 2023.

5 You had signed the NDA before
6 that, right?

7 A I can't recall. I mean,
8 whatever the NDA says, I refer to you -- I
9 refer to that document as it's ultimately
10 produced or has been produced, and I rely
11 on that.

12 Q Are you unable to say, as you
13 sit here today, whether you signed the NDA
14 before or after the bankruptcy was
15 dismissed?

16 A I can't recall, as I sit here
17 today. I rely on the document.

18 Q Okay. Had you had any
19 communications with Mr. Murdica --
20 withdrawn.

21 How did you -- how did you come
22 to learn that you were being asked to sign
23 an NDA?

24 A I believe Murdica reached out to
25 me, much to my dismay and surprise, and,

1 NACHAWATI - CONFIDENTIAL

2 you know, said would I be willing to
3 entertain a resolution of my individual
4 docket.

5 And, obviously, you know, you
6 always have to be open to listening. So it
7 was a brief conversation and the condition
8 of which was signing an NDA.

9 Q Did Mr. Murdica wet your
10 whistle, if you will, before you signed the
11 NDA with regarding what he had in mind that
12 he would tell you after you signed it?

13 MR. RASMUSSEN: Objection to the
14 form.

15 MR. MONTEFUSCO: Object to form.

16 A No. Mr. Murdica and I had
17 pretty hostile communications, if you can
18 imagine. So, you know, it was a short
19 conversation. What do you want? Why are
20 you calling me? You understand how I am
21 generally by nature.

22 And he said, Just want to talk
23 about a possible resolution of your
24 individual docket under the auspices of an
25 NDA.

1 NACHAWATI - CONFIDENTIAL

2 So, obviously, I have an
3 obligation to my individual clients to
4 consider all pathways to resolution. And
5 so when that very brief conversation
6 happened, I, in turn, let Mr. Birchfield
7 know, because I thought that was the right
8 thing to do, and that's what I did.

9 Q And because Mr. Murdica's
10 approach to you was much to your dismay and
11 surprise, you remember the conversation
12 clearly?

13 A But I can't get in -- go ahead.

14 Q You remember the conversation
15 clearly?

16 A Not all of it, but parts of it.
17 It was fairly hostile.

18 Q When was it?

19 A I don't know exactly.

20 Q Was it in March?

21 A I can't recall with specifics.

22 It was following -- following
23 the dismissal and the Third Circuit
24 opinion -- no, no. It was following the
25 Third Circuit opinion, maybe before

1 NACHAWATI - CONFIDENTIAL

2 dismissal. I can't recall.

3 Q Was it -- was it in February?

4 A I don't know.

5 Q Do you have any documents that
6 would refresh your recollection?

7 A Not at my disposal right here,
8 as I sit here today, or that I can think
9 of.

10 Q Was there anybody else that you
11 discussed Mr. Murdica's approach with other
12 than Mr. Birchfield before you signed the
13 NDA?

14 A I may have, but I can't recall.
15 I mean, it would have been very brief, if
16 anything. And maybe it was just asking
17 Birchfield had he heard if other -- any
18 other people had been approached.

19 And so I can't recall with
20 specificity.

21 Q Did you discuss the approach
22 from Mr. Murdica with Mr. Onder before you
23 signed the NDA?

24 A My recollection is I asked
25 Mr. Birchfield if anyone else had, and he

1 NACHAWATI - CONFIDENTIAL

2 said there were other -- my recollection is
3 something to the effect that there were
4 others that had been approached.

5 But I don't -- either I don't
6 recall or he didn't mention who
7 specifically that may have been. And I
8 don't recall any specific conversation
9 necessarily with Onder.

10 Q As you sit here now, do you
11 recall one way or the other whether you
12 spoke to Onder before you signed the NDA
13 about Murdica approaching you?

14 A I don't recall. I mean, look,
15 the number of calls, Mr. Silverstein, as
16 you know, in these cases are so voluminous.
17 It's just hard to pinpoint any specific
18 one.

19 But suffice it to say, we've had
20 thousands of calls over the last two years.
21 I mean, you know that. Everyone -- I mean,
22 it's just -- you know, it's amazing how
23 much bankruptcy lawyers bill and how many
24 hours you work.

25 But no, not with any

1 NACHAWATI - CONFIDENTIAL

2 specificity.

3 Q Did you discuss -- withdrawn.

4 Did you have any discussions
5 with Mr. Watts about J&J talc claims prior
6 to signing the NDA?

7 A I can't recall specifically. At
8 some point in time, perhaps Watts floated
9 into the picture in a high-level way maybe?
10 I can't recall specifics.

11 Q Did Mr. Watts indicate to you
12 prior to Mr. -- withdrawn.

13 Did Mr. Watts indicate to you
14 prior to you hearing from Mr. Murdica that
15 there might be something in the works, or
16 words to that effect?

17 MR. MONTEFUSCO: Object to the
18 form of the question.

19 MR. HOFMEISTER: Is this after
20 the Third Circuit opinion?

21 MR. SILVERSTEIN: At any time.
22 Any time.

23 A Well --

24 MR. HOFMEISTER: Let me -- but
25 before signing the NDA, right?

1 NACHAWATI - CONFIDENTIAL

2 MR. SILVERSTEIN: Yeah, let's
3 say before signing the NDA.

4 A He may have -- I mean, early
5 on -- I mean, look, Watts, he's heavily
6 involved with mass tort litigation. You
7 know, it's a small circle, if you will, in
8 the mass tort space. We talk regularly.

9 But with respect to this
10 particular case, I didn't have much, if
11 any, interaction with him, from my
12 recollection, until following the dismissal
13 of the case.

14 I don't want to say lone wolf,
15 but, Mr. Silverstein, you know me well.

16 Q Did you speak with Mr. Haas
17 before signing the NDA?

18 A No.

19 Q Did you speak with Mr. Pulaski
20 about talc claims before signing the NDA?

21 A No.

22 Q Are you -- between -- withdrawn.

23 At some point in time, you
24 signed a plan support agreement. True?

25 A True.

1 NACHAWATI - CONFIDENTIAL

2 Q How much time, approximately,
3 elapsed between the signing of the NDA and
4 the signing of the plan support agreement,
5 either before or after?

6 A I don't know.

7 Q Did you sign -- is it fair that
8 you signed the NDA before you signed the
9 plan support agreement?

10 A That's true.

11 Q Okay. So -- and between the
12 time that you signed the NDA and the time
13 that you signed the plan support agreement,
14 approximately how many conversations with
15 Mr. Murdica did you have?

16 A Restate that question?

17 Q Between the time that you signed
18 the NDA and the time that you signed the
19 plan support agreement, approximately how
20 many conversations about resolving your
21 clients' claims -- talc claim -- did you
22 have with Mr. Murdica?

23 A I don't know.

24 Q Was it more than two?

25 A Maybe.

1 NACHAWATI - CONFIDENTIAL

2 Q Was it more than five?

3 A Possibly.

4 Q Was it more than ten?

5 A I don't know.

6 Q Okay. How many --

7 A Same answer. I don't know
8 really.

9 Q How many conversations, if any,
10 did you have with Mr. Haas between the time
11 that you signed the NDA and the time that
12 you -- and the time that you signed the
13 plan support agreement?

14 A I don't know, as I sit here
15 today. I can't recall.

16 Q Was it more than one?

17 A I don't know.

18 Q What does the -- in general
19 terms, what does the NDA prevent you from
20 discussing, not the substance, but what --
21 any conversations with Haas or Murdica
22 during that time? What's the parameters of
23 it, if you recall?

24 A I'd have to refer to the
25 document, and I don't have that in front of

1 NACHAWATI - CONFIDENTIAL

2 me.

3 Q Are you able to answer any
4 questions about any communications you had
5 with Mr. Murdica or Mr. Haas between the
6 time that you signed the NDA and the time
7 that you signed the plan support agreement?

8 MR. HOFMEISTER: Okay, Adam, the
9 issue for me is, I have not seen a
10 signed copy of the NDA. Nobody's been
11 able to provide that to me before
12 today's deposition.

13 So I don't know that I can allow
14 him to touch on any of these issues
15 without clarification or a directive
16 from the Court.

17 MR. SILVERSTEIN: Well, do you
18 have any basis to advise him not to
19 answer questions since you've never
20 seen the NDA?

21 MR. HOFMEISTER: Well, I've seen
22 a draft unsigned. So -- and I'm told
23 there is a signed version.

24 So I'm not going to sit here and
25 allow my client to be subject to

1 NACHAWATI - CONFIDENTIAL

2 violating something that we can't
3 establish the parameters, as we sit
4 here.

5 A And, Mr. Silverstein, if the
6 Court so orders me to, I'm happy to comply
7 with the Court's obligations, but I would
8 surmise, without the benefit of the
9 document in front of me, that it's a fairly
10 tight one. But I'm happy to discuss those
11 matters, if the Court so orders.

12 Q Okay. Let me ask you this:
13 When was -- prior to the dismissal of the
14 bankruptcy case, did you discuss with
15 Mr. Murdica -- withdrawn.

16 Prior to the bankruptcy -- the
17 dismissal of the bankruptcy case, did you
18 discuss with anyone the concept of
19 termination of the funding agreement that
20 had been in place during the first
21 bankruptcy case?

22 MR. HOFMEISTER: Hold on.

23 Objection to the extent it calls for
24 your answer to involve time periods
25 after you've signed the NDA, I'm going

1 NACHAWATI - CONFIDENTIAL

2 to object to your answer.

3 A I mean, in the context of TCC 1,
4 you know, the funding agreement was brought
5 up from time to time, but I couldn't tell
6 you with any specificity when, where, or
7 how. I mean, it was always the content --
8 it was always the subject of a robust
9 discussion, if you will, Mr. Silverstein,
10 as you know.

11 Q Did you discuss at any point in
12 time with Mr. Watts the concept of the
13 first funding agreement being terminated?

14 A I can't recall. I mean, I can't
15 recall talking to Watts about anything in
16 specific, as I sit here today, other than
17 him floating around, is the way I would
18 describe it.

19 Q When you signed the plan support
20 agreement, did you have an understanding
21 that the first funding agreement would be
22 terminated?

23 A I don't know that I can answer
24 that question without time parameters
25 because of the NDA.

1 NACHAWATI - CONFIDENTIAL

2 Can you sort of restate your
3 question so I can make sure that I provide
4 you with an accurate answer, to the extent
5 I can?

6 Q The question is, when you signed
7 the PSA, the plan support agreement, did
8 you have an understanding at that time that
9 the first funding agreement entered into in
10 2021 would be terminated?

11 MR. RASMUSSEN: Objection to the
12 form.

13 A Yeah, I'm not comfortable
14 answering that question post NDA.

15 Q So you're not going to answer
16 it?

17 A I'm happy to answer it, if the
18 Court so orders.

19 Q Did you discuss with -- yes or
20 no, this is just a yes or no -- did you
21 discuss the subject of entering into the
22 NDA with Ms. Brewer before you signed it?

23 A That would be attorney-client
24 privileged. So I can't discuss that or
25 disclose that information to you.

1 NACHAWATI - CONFIDENTIAL

2 Q The question of the subject
3 matter of the NDA --

4 A The communications -- any
5 communications with my clients is
6 attorney-client privileged, as you know,
7 Mr. Silverstein. So I can't answer that
8 question.

9 Q Does the NDA permit you to
10 disclose any information you learned
11 subject to it to anybody?

12 MR. RASMUSSEN: Objection to the
13 form.

14 MR. MONTEFUSCO: Object to form.

15 A You know, that's a loaded load.
16 That's like, when did you stop beating your
17 wife, right?

18 You know, again, the client, in
19 a general sense, you communicate the
20 material points to your client because
21 that's your obligation, and we try to --
22 and our goal is to attempt to do that in a
23 general sense.

24 But as far as specific
25 communications with my clients, as you

1 NACHAWATI - CONFIDENTIAL

2 know, I can't answer that. It's

3 attorney-client privileged.

4 Q Does the NDA -- did the NDA
5 prevent you from disclosing any information
6 to Advocate Capital?

7 MR. HOFMEISTER: Again, the same
8 objection.

9 Without having the signed NDA to
10 review and determine the parameters of
11 it, I don't know how he can answer
12 that.

13 BY MR. SILVERSTEIN:

14 Q To the best of your knowledge --
15 to the best of your understanding, are you
16 permitted to share -- withdrawn.

17 To the best of your
18 understanding, are you restricted from
19 sharing any information with Advocate
20 Capital about the plan?

21 A I don't share any information
22 with them.

23 Q And what is your -- what is the
24 nature of your relationship with Advocate
25 Capital?

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Object to form
3 and foundation.

4 A Where are you going with this?

5 Q I'm not really going anywhere.

6 I'm asking whether you --

7 A That's my point, right? So...

8 Q I'm not going any -- I'm
9 asking --

10 A I was just going to say, my
11 son's graduation from 2nd grade, I've
12 missed 3 hours of it, and, you know, I
13 understand certain questions and I'm happy
14 to answer the questions I can,
15 Mr. Silverstein.

16 Advocate Capital really has
17 nothing to do with this. But, you know, if
18 you want to continue to ask me questions
19 that are sort of way off the rabbit trail,
20 you know --

21 Q Did you --

22 A I'd like to at least see
23 30 minutes of my son's graduation.

24 Q All right. Well, nobody had
25 mentioned that whatsoever as a scheduling

1 NACHAWATI - CONFIDENTIAL

2 matter. So let's put that to the side for
3 the moment.

4 But did you discuss signing the
5 plan support agreement with anyone from
6 Advocate Capital?

7 A No.

8 Q Did you discuss signing the plan
9 support agreement with anyone from Curiam
10 Capital?

11 A No.

12 Q Now, did you -- prior to signing
13 the NDA, did you discuss with Mr. Murdica
14 whether what he was intending to share with
15 you would also resolve the claims that you
16 were counsel of with respect to New Mexico?

17 A No.

18 Anything involving the
19 governmental entity is very strict. You
20 can't -- you can't move an arm without
21 clearing it through the client.

22 So at no time was that even on
23 the table. They'd be very clear about
24 that.

25 Q Okay. Were you engaged in

1 NACHAWATI - CONFIDENTIAL

2 communications with Mr. Murdica following
3 your signature on the non-disclosure
4 agreement during the same time that you
5 were serving as a representative of a
6 member of the Official Committee of Talc
7 Claimants?

8 MR. MONTEFUSCO: Objection.

9 A Not that I recall, as I sit here
10 today.

11 Q So you don't recall --
12 withdrawn.

13 The period of time in which you
14 were communicating with Mr. Murdica,
15 subject to the terms of the non-disclosure
16 agreement, was -- did not overlap with the
17 period of time in which you were serving as
18 a representative of a member of the
19 Official Committee of Talc Claimants?

20 MR. HOFMEISTER: Objection to
21 the form of the question.

22 That's not what he testified.
23 He said he didn't remember.

24 MR. SILVERSTEIN: Just an
25 objection to the form is fine.

1 NACHAWATI - CONFIDENTIAL

2 MR. HOFMEISTER: Okay.

3 MR. SILVERSTEIN: Anything
4 beyond that is really not appropriate.

5 BY MR. SILVERSTEIN:

6 Q You can answer the question,
7 Mr. Nachawati.

8 A Okay, sure.

9 I don't recall with specifics
10 prior to signing the NDA and the overlap.

11 What I did testify to earlier is
12 the same sort of line of questioning you're
13 pursuing now, which is I was transparent
14 with Mr. Birchfield, and I told him prior
15 to signing the NDA that I was pursuing that
16 on behalf of my individual clients, which I
17 have a right to do, and an obligation to
18 do, frankly.

19 And I'm not sure of a
20 correlation of the timeframe between that
21 and my service on the TCC and ultimately
22 dismissal either before or after a Third
23 Circuit opinion, but I always have an
24 obligation to my clients.

25 MR. SILVERSTEIN: I'm going to

1 NACHAWATI - CONFIDENTIAL

2 ask Deane to put up on the screen --

3 bear with me a moment, please --

4 Tab 9.

5 This is a document that
6 previously was marked as Murdica
7 Exhibit 3 at Mr. Murdica's deposition.

8 BY MR. SILVERSTEIN:

9 Q Did you observe Mr. Murdica's
10 deposition?

11 MR. SILVERSTEIN: Actually, and
12 I guess while we're at it, I didn't
13 realize this before, it's marked
14 "Highly Confidential." I think it's
15 been filed in the bankruptcy case at
16 this point, but I don't know whether
17 anyone involved representing LTL has
18 anything to say about it.

19 MR. RASMUSSEN: Adam, I think
20 the term sheet itself is fine to put
21 up here. It's no longer confidential.
22 But the Exhibit A to the term sheet
23 remains confidential.

24 MR. SILVERSTEIN: Even as
25 redacted you're saying or not as

1 NACHAWATI - CONFIDENTIAL

2 redacted?

3 MR. RASMUSSEN: I don't think
4 it's redacted. It just remains
5 confidential.

6 But I think the people
7 participating have agreed to
8 confidentiality restrictions.

9 MR. SILVERSTEIN: Exhibit A is
10 redacted substantially. I mean, I'm
11 not sure what -- columns are wholesale
12 redacted, so --

13 MR. RASMUSSEN: You're thinking
14 of the PSA, I believe. We're talking
15 about the term sheet. I believe --

16 MR. SILVERSTEIN: Oh, okay, fair
17 enough.

18 So you're saying the -- all
19 right, well, I don't -- the Protective
20 Order puts the burden on whoever the
21 producing party was to follow it with
22 regard to whatever protections you
23 want invoked.

24 So, you know, I don't know what
25 to say. But it doesn't include the

1 NACHAWATI - CONFIDENTIAL

2 exhibit.

3 MR. RASMUSSEN: It's my
4 understanding that the people who are
5 attending today have agreed by e-mail
6 or by acknowledging the Protective
7 Order that's in place in this
8 proceeding to the confidentiality
9 provisions that have been proposed and
10 agreed to in the Protective Order.

11 So folks who are attending here,
12 if you have not agreed to those, you
13 should sign off if Mr. Silverstein is
14 going to show Exhibit A.

15 But otherwise, I think you're
16 free to proceed, Adam.

17 MR. SILVERSTEIN: Okay. Fair
18 enough.

19 BY MR. SILVERSTEIN:

20 Q When did you first see this
21 document, Mr. Nachawati?

22 A I can't recall, as I sit here
23 today, but certainly after the NDA and
24 after the dismissal of LTL I.

25 Q Your recollection is you did not

1 NACHAWATI - CONFIDENTIAL

2 see this term sheet until after the
3 dismissal of LTL I on April 4, 2023?

4 A Yeah, I don't think it was in
5 existence then. I'm speculating, but I
6 don't -- yeah, I think this was well after
7 the dismissal.

8 Q Just so that we're clear, the
9 dismissal -- there's a Third Circuit
10 decision --

11 A Let me answer it this way: It
12 was before the LTL II filing, but I can't
13 recall with specificity how long.

14 But what I will say is I was
15 surprised at how fast it was filed -- that
16 the LTL II was filed. I didn't -- it was a
17 short period of time is what I'd say, and I
18 was surprised at the time period.

19 Q All right. Just so that we have
20 a common understanding because I think
21 there's a source of confusion, there is the
22 Third Circuit decision in January and then
23 there was the dismissal on April 4, 2023.

24 So when I say the "dismissal,"
25 I'm referring to the actual dismissal of

1 NACHAWATI - CONFIDENTIAL

2 the bankruptcy case, not the Third Circuit
3 decision.

4 A Right. You're referring to the
5 dismissal following the Third Circuit
6 decision.

7 Q Correct.

8 A Right. So following the
9 dismissal by Judge Kaplan after the Third
10 Circuit opinion is when I -- and after the
11 NDA is when this became -- came in the
12 picture.

13 What time, day, I couldn't tell
14 you, as I sit here today, but I know that
15 with certainty.

16 What I will say is I was very
17 surprised that once I had agreed to this
18 PSA, at the timing of which the second LTL
19 was filed.

20 Q All right. Well, the second --
21 I think it's well-established the second
22 LTL bankruptcy was filed 2 hours and
23 11 minutes after the dismissal of the first
24 bankruptcy filing.

25 So are you saying --

1 NACHAWATI - CONFIDENTIAL

2 A Yes, that was a surprise, is
3 what I was saying.

4 Q But you're saying that during
5 that window of time was when you first saw
6 this term sheet?

7 A No -- yes. I reviewed it. I
8 saw it as generally acceptable. And then
9 it was -- you know, J&J -- I did not -- I
10 was not aware of when J&J was going to file
11 their second one. So I was surprised at
12 the time frame.

13 Q But it came, you know, very much
14 on the heels of right when you saw this for
15 the first time, right?

16 A That's fair.

17 Q And did you see any drafts of
18 this before you saw a final version?

19 A Not that I recall.

20 Q All right. Just yes or no, not
21 substance of any communications, did you
22 share this term sheet with any client of
23 the Nachawati Law Group?

24 A I can't disclose --

25 MR. HOFMEISTER: Objection.

1 NACHAWATI - CONFIDENTIAL

2 It's disclosure of attorney-client
3 privilege.

4 A That's correct. It's
5 attorney-client privileged. I can't
6 disclose that, Mr. Silverstein.

7 Q I will disagree because I don't
8 think that -- I think it would go on a log,
9 but I can't force you to answer.

10 A Mr. Silverstein, I'm happy to
11 answer, if the Court so orders.

12 Q Did you -- did you discuss the
13 term sheet with Mr. Murdica before -- after
14 you saw it?

15 A I believe so, yes.

16 Q How many conversations?

17 A I don't know.

18 Q Was it more than one?

19 A I don't know.

20 Q Did you discuss the term sheet
21 with Mr. Haas?

22 A Not that I recall, as I sit here
23 today.

24 Q Did you discuss the term sheet
25 with Mr. Watts?

1 NACHAWATI - CONFIDENTIAL

2 A Briefly.

3 Q Tell me what you recall of your
4 conversation with Mr. Watts about the term
5 sheet.

6 MR. HOFMEISTER: Objection.

7 We're back to the non-disclosure
8 agreement.

9 A That's correct. I can't
10 disclose it because of the NDA.

11 Q Did you discuss it with
12 Mr. Pulaski?

13 A Never -- well, in that
14 timeframe, never, no.

15 We've had -- we've had --
16 without getting into the substance, I've
17 had communications with Mr. Pulaski
18 following signing the PSA.

19 Q Did you discuss the term sheet
20 with any representative of either Advocate
21 Capital, Curiam Capital, or any other
22 source of financing to which your firm
23 relies on in operating your legal practice?

24 MR. HOFMEISTER: Objection to
25 the form.

1 NACHAWATI - CONFIDENTIAL

2 A No.

3 Q I'm sorry, I missed the answer.

4 A No.

5 Q Have you -- this is a "yes" or

6 "no" -- have you made any effort to

7 determine what any of your ovarian cancer

8 clients would receive pursuant to the

9 matrices appended to the term sheet?

10 A Can you ask that again?

11 Q Did you make any effort to

12 determine what any of your ovarian cancer

13 clients would receive pursuant to this term

14 sheet if it were implemented in a plan?

15 A In a general sense, without

16 disclosing specifics, of course.

17 Q When did you do that?

18 A With my review of the PSA and

19 the term sheet.

20 Q Was that before the second

21 bankruptcy filing or after?

22 A I believe it was before, but I

23 can't recall with specifics.

24 Q So it was between the time of

25 the first -- withdrawn.

1 NACHAWATI - CONFIDENTIAL

2 It was between -- it was during
3 the time between the dismissal of the first
4 bankruptcy case and the commencement of the
5 second bankruptcy case?

6 MR. MONTEFUSCO: Object to form.

7 A I can't recall with specifics,
8 but maybe.

9 Q But based on the timing of when
10 your recollection is of when you saw the
11 term sheet, it was in that time period?

12 MR. MONTEFUSCO: Object to form.

13 A Possibly.

14 Q Have you undertaken any effort
15 to determine what any of your mesothelioma
16 clients would receive pursuant to this term
17 sheet?

18 A It was attached as a matrix to
19 the term sheet.

20 MR. SILVERSTEIN: All right. So
21 let's scroll down.

22 Scroll down further to
23 Exhibit A.

24 Okay.

25 MR. HOFMEISTER: Does this make

NACHAWATI - CONFIDENTIAL

sense to mark this as Exhibit 5?

MR. SILVERSTEIN: I apologize.

Yes, this should be marked, court
reporter, as Nachawati Exhibit 5.

(Exhibit 5, term sheet, Bates
stamped LTLMGMT-00002628 through 640,
was remotely introduced and provided
electronically to the reporter, as of
this date.)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NACHAWATI - CONFIDENTIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NACHAWATI - CONFIDENTIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NACHAWATI - CONFIDENTIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 NACHAWATI - CONFIDENTIAL

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

145

1 NACHAWATI - CONFIDENTIAL

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

NACHAWATI - CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q Did you ever express to -- at any point in time, prior to signing the NDA, at any point in time, whether it was in connection with the Imerys bankruptcy plan or otherwise, did you ever convey to any attorney or representative of Johnson & Johnson your view as to how much Johnson & Johnson should pay to resolve ovarian cancer claims on average on a per-case basis?

A Possibly.

Q Did you or did you not?

A It's not a did-you or did-you-not response. It's a possibly.

So as I sit here today, it's possible, maybe, but I can't recall any specific conversation.

Suffice it to say, Mr. Murdica

1 NACHAWATI - CONFIDENTIAL

2 and I are not besties.

3 Q Did you express to anyone --
4 withdrawn.

5 Prior to your serving as a
6 member of the -- a member representative of
7 the TCC in the first bankruptcy, did you
8 express a view to anyone other than a
9 client as to what you believed Johnson &
10 Johnson and its affiliates should pay on a
11 per-ovarian-cancer average basis to resolve
12 the cases?

13 A That was a long question,
14 Mr. Silverstein. Can you restate it for
15 me?

16 Q Did you at any point in time
17 prior to signing the NDA share a view with
18 anyone other than your client and anyone
19 other -- and anyone other than in your
20 capacity as a representative of a member of
21 the TCC a view as to how much Johnson &
22 Johnson, an affiliate, should pay on a
23 per-claim basis to resolve ovarian cancer
24 cases?

25 MR. MONTEFUSCO: Object to the

1 NACHAWATI - CONFIDENTIAL

2 form.

3 MR. HOFMEISTER: Object to the

4 form.

5 A Maybe. I mean, you know,

6 lawyers talk all the time. You know, maybe

7 is the best answer I could give you there.

8 Q You have no -- do you have any

9 recollection of doing so?

10 A Not as I sit here today, but

11 it's quite possible.

12 Q Did your -- between the time

13 when you signed the PSA and when the first

14 bankruptcy was filed on October 14, 2021,

15 did your view as to what Johnson & Johnson

16 and its affiliates should pay on average

17 per case to resolve ovarian cancer cases

18 change?

19 MR. MONTEFUSCO: Object to form.

20 MR. HOFMEISTER: Objection to

21 form. No foundation.

22 A I think in general, you know,

23 depending on the developments of a lot of

24 different variables, things change day to

25 day, Mr. Silverstein. I think that's a

1 NACHAWATI - CONFIDENTIAL

2 fair way to answer the question.

3 Q When you signed the PSA, did
4 your view of what would fairly treat
5 ovarian cancer patients to resolve their
6 cases on a per-case basis -- withdrawn.

7 Did you -- did your view --
8 withdrawn.

9 Did you hold a lower --
10 withdrawn.

11 Did you believe comfortably that
12 ovarian cancer cases would fairly be
13 compensated on a per-case basis at a lower
14 amount when you signed the PSA than when
15 the first bankruptcy was filed?

16 MR. HOFMEISTER: Objection to
17 the form. No foundation.

18 A Can you restate that question,
19 Mr. Silverstein?

20 Q Had your view of what would
21 fairly compensate ovarian cases -- ovarian
22 cancer cases on a per-case basis change
23 between October 14, 2021 and when you
24 signed the PSA such that you believed that
25 Johnson & Johnson's compensation should be

1 NACHAWATI - CONFIDENTIAL

2 lower to fairly compensate those claimants?

3 MR. MONTEFUSCO: Same objection
4 to form.

5 A Yeah, I think that -- I don't
6 know that I would characterize it as lower.

7 I think I would characterize it
8 as if a bankruptcy is filed -- and I have
9 no control over whether it's filed or
10 not -- then the question becomes how do you
11 play the hand you're dealt? And that, 'til
12 this day, changes day to day.

13 I think that's the best I could
14 do at trying to answer your question.

15 MR. SILVERSTEIN: All right.
16 Let's -- let's pull this down and,
17 Deane, let's put up -- let's put up
18 Tab 13.

19 (Exhibit 6, Document entitle
20 "Plan Support Agreement," Bates
21 stamped LTLMGMT-00003498 through 646,
22 was remotely introduced and provided
23 electronically to the reporter, as of
24 this date.)

25 MR. SILVERSTEIN: Again, I just

1 NACHAWATI - CONFIDENTIAL

2 note this is marked "confidential."

3 This is a document entitled
4 "Plan Support Agreement" that bears
5 Bates numbers LTLMGMT 3498 through
6 3646.

7 Deane, can you go to page 11 of
8 the document?

9 BY MR. SILVERSTEIN:

10 Q Is that a DocuSign signature of
11 yours, Mr. Nachawati?

12 A I believe so.

13 THE VIDEOGRAPHER: Sir, this
14 will be Exhibit No. 6?

15 MR. SILVERSTEIN: Yes, Nachawati
16 Exhibit No. 6.

17 BY MR. SILVERSTEIN:

18 Q Why did you sign this agreement?

19 MR. HOFMEISTER: Objection.
20 This is subject to the non-disclosure.

21 MR. SILVERSTEIN: Why somebody
22 did something is subject to
23 non-disclosure?

24 MR. HOFMEISTER: Well, sure, if
25 he's going to disclose discussions he

1 NACHAWATI - CONFIDENTIAL

2 had in conversations --

3 MR. SILVERSTEIN: Well, now
4 you're putting words in his mouth.

5 MR. HOFMEISTER: Well, you just
6 asked me a question and I'm answering
7 it. Don't ask me a question if you
8 don't want the answer.

9 BY MR. SILVERSTEIN:

10 Q Okay. Mr. Nachawati, are you
11 able to answer -- are you barred from
12 answering by a non-disclosure agreement why
13 you signed this document?

14 A Let me think about it.

15 So, in a general sense,
16 Mr. Silverstein, the bankruptcy laws had
17 allowed a second bankruptcy to be filed.

18 Whether I disagree with it or
19 not, I signed the plan support agreement
20 because I believe, after a decade of
21 litigation, that I have clients I have to
22 be accountable to and that there has to be
23 some pathway to resolution in their
24 lifetime. That's my job.

25 So I signed it because I believe

1 NACHAWATI - CONFIDENTIAL

2 that there is a pathway to resolution and a
3 plan I can support, is the general idea.

4 Q What's the pathway you're
5 referring to?

6 A Okay. The pathway is the most
7 complex case -- one of the most complex
8 cases, in general, this nation has ever
9 seen, and specifically in Bankruptcy Court,
10 one of the most complex cases that has ever
11 been filed, not just once, but twice.

12 That's what I'm referring to.

13 Q And what's the pathway that you
14 believe -- withdrawn.

15 By signing this document, what
16 is the pathway that you believed you were
17 facilitating the resolution of your
18 clients' claims by?

19 A Coming to a plan that I could
20 support and recommend to the appropriate
21 clients and which I represent.

22 Due to complexity of the
23 issuance that -- without going into the
24 substance, there are issues to work
25 through, and through the mediators, we're

1 NACHAWATI - CONFIDENTIAL

2 trying to work through those issues.

3 Q What are the issues that you
4 have identified thus far?

5 A I can't go into the substance of
6 those issues. They're covered under the
7 mediator's privilege. And I'm happy to do
8 so, if the Court so orders.

9 Q Well, before you went into
10 mediation, did you -- withdrawn.

11 When you signed this plan
12 support agreement, there was no mediation
13 by which you were bound, correct?

14 MR. HOFMEISTER: Objection.

15 There's a non-disclosure agreement.

16 MR. SILVERSTEIN: I understand.

17 He's already answered about the
18 pathway. So --

19 A In a general sense, I answered
20 that question.

21 Q Right, in a general sense.

22 So the -- when you signed this
23 plan support agreement, what issues were
24 you aware of that you believed had to be
25 worked through in order to get to a

1 NACHAWATI - CONFIDENTIAL

2 resolution?

3 A Well, the many details involved
4 in a 100-plus page TDP, in addition to the
5 plan, Mr. Silverstein, as you know, right?

6 I mean, a term sheet is an
7 agreement to agree, right? The devil is in
8 the details, and that's what we're working
9 through right now through the mediators.

10 Q What did you understand that you
11 were agreeing to by signing this document?

12 A I think I already answered that,
13 a pathway to a resolution that I could
14 recommend in support to my clients.

15 Q Did you understand that you had
16 agreed to support the plan that the debtor
17 just recently filed on May 15th?

18 MR. HOFMEISTER: Object to form.

19 MR. MONTEFUSCO: Form.

20 A A conditional agreement with a
21 right to opt out.

22 Q And what do you mean by that?

23 A Exactly what I said. You know
24 what an opt-out right is, and you know what
25 a conditional agreement is.

1 NACHAWATI - CONFIDENTIAL

2 You're a lawyer,

3 Mr. Silverstein.

4 Q I am.

5 Can you point in the -- where --
6 what you're referring to in the plan
7 support agreement that you signed that
8 gives you the opt-out right that you're
9 referring to?

10 A Not as I sit here today.

11 Q But is it your understanding
12 that what you signed gives you the --
13 withdrawn.

14 Is it your understanding that
15 what you signed is conditional and is --
16 and gives you the right to opt out of the
17 support?

18 MR. MONTEFUSCO: Objection.

19 Form.

20 MR. HOFMEISTER: Objection.

21 Form.

22 BY MR. SILVERSTEIN:

23 Q You can answer.

24 A Yes. If there's no agreement
25 working through the issues, there's no

1 NACHAWATI - CONFIDENTIAL

2 agreement. But the idea is, in a general
3 sense, the pathway to a fair resolution
4 that I can recommend and support to my
5 clients.

6 Q Do you understand that you have
7 any obligations under this agreement?

8 MR. MONTEFUSCO: Objection to
9 the form.

10 BY MR. SILVERSTEIN:

11 Q I'm asking, by you signing this
12 agreement -- I understand what your goal
13 was in signing it. Now I'm asking a
14 different question.

15 What -- do you have any
16 understanding as to what this agreement
17 obligates you to do?

18 MR. HOFMEISTER: Objection to
19 the form. Calls for a legal answer, a
20 legal conclusion.

21 A Well, I am a lawyer, and I
22 understand what I signed, Mr. Silverstein.

23 Q Yeah, so what is it --

24 A To be clear, I've been pretty
25 clear about my position on it. It's an

1 NACHAWATI - CONFIDENTIAL

2 agreement to agree.

3 Details have to be worked
4 through. It's the most complex case that
5 this nation has ever seen, in my opinion,
6 in Bankruptcy Court.

7 So there are many details that
8 we're collaboratively in an adversarial
9 posture working through to a pathway of a
10 plan I can support and recommend to my
11 clients.

12 Q Okay. I want to -- when you --
13 withdrawn.

14 When you signed this agreement,
15 did you have an understanding as to whether
16 you were binding your clients to do
17 anything?

18 A I can't bind my clients to do
19 that in which they do not wish to do. I
20 can only advise them upon a plan that is
21 submitted for vote -- you know, there's
22 anti-solicitation -- submitted for vote and
23 approved by 75 percent or more, if you want
24 the 524(g) protection.

25 I cannot bind my clients. It's

1 NACHAWATI - CONFIDENTIAL
2 the will of the voter and the clients, the
3 victims, that carries the day in this case
4 should it not be disposed of beforehand.
5 It's not my decision. It's the clients'.
6 And each one has a different set of
7 circumstances.

8 Q Okay. Let's put this document
9 down.

10 MR. SILVERSTEIN: Mr. Nachawati,
11 if you're fine to keep going, I want
12 to leaf through what we have so you
13 can do whatever -- I don't know if
14 it's too late to get to your --

15 THE WITNESS: It's too late,
16 Mr. Silverstein, but that's okay. I
17 agreed to the timing, respectfully.
18 So I'm fine. I'm here.

19 MR. SILVERSTEIN: All right.
20 Fair enough. I'll try to be as
21 efficient as I can.

22 THE WITNESS: Sure.

23 MR. SILVERSTEIN: Mr. --

24 MR. HOFMEISTER: Hold on. Do
25 you have an estimate of how much

1 NACHAWATI - CONFIDENTIAL

2 longer you have?

3 I'm not holding you to it.

4 MR. SILVERSTEIN: I need to look

5 through what I have left. I mean,

6 we're in the --

7 MR. HOFMEISTER: We're in the

8 home stretch?

9 MR. SILVERSTEIN: It depends how

10 you define it, whether we're talking

11 about a short track or a long track,

12 but, you know, we're in the last few

13 pages of the outline.

14 So, you know, I don't have the

15 exact time just now. I'd really have

16 to look.

17 MR. HOFMEISTER: Majed, do you

18 need a break or not?

19 THE WITNESS: Yeah, I'll take a

20 break, a real quick one.

21 MR. HOFMEISTER: Can we do five?

22 MR. SILVERSTEIN: All right.

23 MR. HOFMEISTER: Is that all

24 right, Mr. Silverstein?

25 MR. SILVERSTEIN: Yeah,

NACHAWATI - CONFIDENTIAL

five minutes.

MR. HOFMEISTER: Thank you.

THE VIDEOGRAPHER: We are now
going off the record. The time is
6:01.

(Recess taken 6:01 p.m.)

(Resumed 6:11 p.m.)

THE VIDEOGRAPHER: We are now
back on the record. The time is 6:11.

BY MR. SILVERSTEIN:

Q All right. Mr. Nachawati,
welcome back.

I'm going to try to speed
through a few more things and then I
suspect that some others may have some
questions, but hopefully I covered a lot of
the terrain.

MR. SILVERSTEIN: So I'm going
to ask Deane to put up on the screen
Tab 15, which will be marked as
Exhibit 7.

(Exhibit 7, screenshot of a text
exchange, was remotely introduced and
provided electronically to the

NACHAWATI - CONFIDENTIAL

reporter, as of this date.)

BY MR. SILVERSTEIN:

Q This is a screenshot of a text exchange.

[REDACTED]

[REDACTED]

A That's correct.

Q And I can represent to you that this came from the cell phone of Mr. Stolz.

A Sure.

Q On May 10th, you wrote to Mr. Stolz as follows: "I don't appreciate the subpoenas - I'm not a yes man like you, Andy, who was desperate for a deal at the beginning and my clients will vote yes or no depending on what happens - and your shitty subpoenas don't help the cause, nor does asking for a greedy CBF. Who charges an 8/12? As the Bible says, 'Avarice is the root of all evil.' Think about that next time before your money grab. And Dan - what I think now about you goes without saying. Have a great day, gents."

Do you see that?

1 NACHAWATI - CONFIDENTIAL

2 A I mean, I can read. I think the
3 exhibit speaks for itself, Mr. Silverstein.
4 And I believe prior, earlier in my
5 deposition, I expressed the same sentiment.

6 Q Yes, and just so that we're
7 clear, whether your clients vote "yes" or
8 "no" on a plan is uncertain at this point,
9 is that fair?

10 MR. HOFMEISTER: Objection to
11 the form.

12 MR. RASMUSSEN: Object to form.

13 A We are working through issues in
14 a complex situation through the mediators
15 with the idea with respect to the
16 appropriate client getting to a pathway of
17 a plan that I could support and recommend
18 to my clients.

19 Q And at this point in time,
20 whether your vote -- whether your clients
21 will vote "yes" or "no" to support the
22 debtors' plan will depend on what happens.
23 Fair?

24 MR. MONTEFUSCO: Object to the
25 form.

1 NACHAWATI - CONFIDENTIAL

2 MR. HOFMEISTER: Objection to
3 form.

4 A That's a fair statement.

5 You know, as you know,
6 Mr. Silverstein, there are hundreds of
7 pages in the TDP, never mind plan, right?
8 It's not just something that one day it's a
9 binary yes or no. It's a process. And in
10 this case, it's an unprecedented process.
11 It's the most complex bankruptcy that this
12 nation has ever seen.

13 So you appreciate the magnitude
14 of the complexity. So what you're trying
15 to ask for is, oh, a yes or no. It's
16 complex. We're working with the issues
17 with the idea of a pathway to resolution
18 that I can support and can recommend to my
19 clients, and that's what I've said 100
20 times. I don't know how many different
21 ways you want me to say it.

22 Q Well, it follows from what
23 you've testified to and what you have in
24 your text message that at this point in
25 time, none of your clients have committed

1 NACHAWATI - CONFIDENTIAL

2 to support the debtors' bankruptcy plan, is
3 that true?

4 MR. HOFMEISTER: Objection.

5 Calls for attorney-client privilege.

6 A And they don't commit until they
7 vote, and they're going to vote
8 individually. And the will of each
9 claimant who has a vote will govern, absent
10 any intervention from a dispositive
11 perspective, from a Court of Appeal,
12 Bankruptcy Court, Article 3 judge or
13 otherwise.

14 Q And whether you recommend to
15 your clients that they vote for the
16 debtor's plan or not also depends on what
17 happens. Fair?

18 A Yes. I can't fortune tell.

19 Q Okay. And any statement that
20 your clients have committed at this point
21 in time to support the debtors' bankruptcy
22 plan is untrue. Is that fair?

23 A I wouldn't say --

24 MR. RASMUSSEN: Object to form.

25 MR. HOFMEISTER: Object to form.

1 NACHAWATI - CONFIDENTIAL

2 A I wouldn't say that. Again, I
3 can't talk about anything following the NDA
4 other than to say in a general sense what
5 I've said 100 times.

6 Q Well, any statement that your
7 clients will support the plan is an
8 overstatement. Fair?

9 MR. MONTEFUSCO: Objection to
10 the form.

11 MR. RASMUSSEN: Objection to the
12 form.

13 A I don't think that's fair. I
14 think it depends on the many variables of
15 which could happen day to day,
16 Mr. Silverstein, as you know.

17 Q So it depends on what happens in
18 the future. That's whether your clients
19 will -- whether you will recommend to your
20 clients that they support the plan and
21 whether they decide to follow that
22 recommendation or not.

23 MR. RASMUSSEN: Objection to the
24 form.

25 A There's so many variables. I

1 NACHAWATI - CONFIDENTIAL

2 can't answer what happens in the future. I
3 have to deal with the issues as they arise
4 to the best of my ability and with the
5 intent of doing right by my client and --
6 yeah, I mean, I don't know how else to say
7 it other than that.

8 Q In connection with signing the
9 plan support agreement, did you -- did you
10 disclose any potential conflicts of
11 interest to any of your clients?

12 MR. HOFMEISTER: That's
13 attorney-client privileged.

14 A That's attorney-client.

15 Q So you won't answer?

16 A It's attorney-client privilege.
17 I'm happy to answer by order of the Court.

18 MR. HOFMEISTER: I also just
19 want to note my objection to the form
20 of the question.

21 BY MR. SILVERSTEIN:

22 Q Did you consult an ethics expert
23 before you signed the plan support
24 agreement?

25 MR. MONTEFUSCO: Objection to

1 NACHAWATI - CONFIDENTIAL

2 the form of the question.

3 MR. HOFMEISTER: Object to the
4 form.

5 A It's attorney-client privileged,
6 but we regularly, in a general sense,
7 regularly consult with experts and ethics.

8 And, you know, I would say an
9 8/12 conflict of interest when you have 100
10 cases filed in the MDL, that's the conflict
11 of interest that you should be thinking
12 about, Mr. Silverstein.

13 MR. SILVERSTEIN: Can you take
14 this down, Deane?

15 Deane, could you put up Tab 2,
16 please?

17 (Exhibit 8, document entitled
18 "Chapter 11 Plan of Reorganization of
19 LTL Management LLC, was remotely
20 introduced and provided electronically
21 to the reporter, as of this date.)

22 MR. SILVERSTEIN: This is going
23 to be Nachawati Exhibit 8. It's a
24 long, some might say, voluminous
25 document entitled "Chapter 11 Plan of

1 NACHAWATI - CONFIDENTIAL

2 Reorganization of LTL Management LLC."

3 It was filed on the docket on May 15th

4 by the debtors at docket 525.

5 BY MR. SILVERSTEIN:

6 Q Mr. Nachawati, have you reviewed

7 all or any part of the debtors' proposed

8 Chapter 11 plan?

9 A I have.

10 Q I'm sorry?

11 A I have.

12 Q Did you review all -- did you

13 review it in its entirety?

14 A Yes, but there are, you know --

15 in a general sense, right? Yes, I've read

16 every word of it.

17 Q Do you understand that the

18 debtors' plan would resolve all of the

19 State of New Mexico's consumer protection

20 actions through the bankruptcy plan?

21 MR. HOFMEISTER: Objection to

22 the form.

23 A No. Actually, if you read it,

24 they're conditionally carved out,

25 Mr. Silverstein, as one of two litigating

1 NACHAWATI - CONFIDENTIAL

2 state entities in their sovereign
3 territory.

4 Q So your understanding of the
5 plan is that the State of New Mexico would
6 be carved out from being channeled into a
7 trust?

8 A That's correct, a conditional
9 carve-out.

10 Q And what's the conditions that
11 you understand exist under the plan?

12 A Read the document, it will tell
13 you.

14 Q I'm asking what your
15 understanding is.

16 A If there is a resolution outside
17 of the bankruptcy, then they're no longer
18 subject to the possibility of being brought
19 into the bankruptcy. So they are now
20 conditionally carved out.

21 If, however, they are unable to
22 reach an agreement in their sovereign state
23 court, then J&J has the right to try to
24 suck them into this bankruptcy.

25 Q So if -- and a resolution

1 NACHAWATI - CONFIDENTIAL

2 outside of the bankruptcy would involve
3 agreement by Johnson & Johnson, correct?

4 A It could.

5 Q Well, you're saying that a
6 resolution would be -- withdrawn.

7 What other resolution do you
8 have in mind other than a consensual
9 resolution that would take place before the
10 bankruptcy plan would be implemented?

11 A Well, you're asking me to
12 speculate, and I'm unwilling to do that.

13 And to the extent that I would
14 be able to answer any questions in the
15 past, they'd be covered by attorney-client
16 privilege. So I can't disclose the
17 confidences of my prior client or their
18 wishes, strategies or thoughts in any
19 respect.

20 Q And do you agree that with
21 regard to this particular plan, because it
22 depends on events that will happen in the
23 future, you are unable to say at this point
24 in time one way or the other whether you
25 will recommend it to your clients?

NACHAWATI - CONFIDENTIAL

MR. HOFMEISTER: Objection to
the form.

MR. MONTEFUSCO: Objection to
the form.

BY MR. SILVERSTEIN:

Q Pardon?

MR. RASMUSSEN: We objected to
the form of the question.

BY MR. SILVERSTEIN:

Q And can you answer,
Mr. Nachawati?

A Sure.

As I've stated more than once,
the idea is working through the issues with
the mediators and the wrinkles that exist
in the most complex bankruptcy in U.S.
history to try to create a pathway to
resolution for the appropriate type of
clients in which I represent. It's not a
one-size-fits-all situation,
Mr. Silverstein, as you know.

Q Are you able to answer,
Mr. Nachawati, you know, "yes" or "no"
whether, sitting here now, do you agree

NACHAWATI - CONFIDENTIAL

that you cannot say one way or the other
because it depends on events that will
happen in the future whether you will
recommend support of this plan, Debtors'
Exhibit 8, to your clients?

MR. RASMUSSEN: Object to form.

MR. HOFMEISTER: Object to form.

A I can't tell the future. So I'm
not going to speculate on what happens
tomorrow.

But from what you've seen,
suffice it to say, anything can happen from
what I've experienced so far.

MR. SILVERSTEIN: Okay. Deane,
let me ask you to please put up Tab 6,
and this will be Nachawati Exhibit 9.

(Exhibit 9, document entitled
"Verified Statement of Paul Hastings
LLP, Cole Schotz P.C. and Parkin &
Rubio LLP Pursuant to Bankruptcy Rule
2019, was remotely introduced and
provided electronically to the
reporter, as of this date.)

MR. SILVERSTEIN: Deane, just

1 NACHAWATI - CONFIDENTIAL

2 scroll down a page.

3 So this document is entitled

4 "Verified Statement of Paul Hastings

5 LLP, Cole Schotz P.C. and Parkins &

6 Rubio LLP Pursuant to Bankruptcy Rule

7 2019."

8 BY MR. SILVERSTEIN:

9 Q Have you seen this document
10 before?

11 A I have.

12 Q Are you familiar with a -- I
13 guess I'll call it an organization, the Ad
14 Hoc Committee of Supporting Counsel?

15 MR. HOFMEISTER: Object to form.

16 A I am.

17 Q Are you a member of that
18 committee?

19 A I am.

20 Q And you have attorneys
21 representing that committee who are
22 appearing here today.

23 Are you familiar with that?

24 A I haven't checked all the
25 participants. I just see that there are

1 NACHAWATI - CONFIDENTIAL

2 47. So I'd surmise that some of them
3 perhaps are on this call.

4 Q And today, who is responsible
5 for paying the counsel for the Ad Hoc
6 Committee of Supporting Counsel?

7 MR. MONTEFUSCO: Object to form.

8 To the extent you can answer
9 without revealing privileged
10 information.

11 A Yeah, I don't know that I can
12 answer that under the NDA. But,
13 Mr. Silverstein, I'd be happy to disclose
14 that, if the Court so orders.

15 Q So it's the NDA that's
16 preventing you from answering that
17 question?

18 MR. MONTEFUSCO: Object to form.

19 Same caution.

20 A I believe so.

21 Q Have you made any commitment to
22 pay the legal fees of counsel for the Ad
23 Hoc Committee of Supporting Counsel either
24 directly or conditionally?

25 MR. MONTEFUSCO: Same objection.

1 NACHAWATI - CONFIDENTIAL

2 MR. HOFMEISTER: Same
3 objections.

4 A You know, I think that the NDA
5 covers this, but, you know, there's -- as
6 is always the case, there's engagement
7 agreements.

8 To the extent any bankruptcy
9 lawyers or professionals are paid, they
10 have to file their statements with the
11 Bankruptcy Court, as you know,
12 Mr. Silverstein. So read the docket.

13 MR. SILVERSTEIN: Okay. Let's
14 scroll down to page 1 of -- it will
15 say page 1 of 1377. It's Exhibit A.

16 There we go.

17 And scrolling down, Deane,
18 you'll see that it says "Nachawati Law
19 Firm, it has your name, and then it
20 has a number of claimants 4,949.

21 BY MR. SILVERSTEIN:

22 Q Do you see that?

23 A I do.

24 Q And is that a number that you
25 calculated or your firm calculated?

1 NACHAWATI - CONFIDENTIAL

2 A I believe it's my firm.

3 I would say that number changes
4 daily depending on what's going on. It's a
5 moving picture.

6 Q And how did you or your firm go
7 about calculating this number?

8 A Through our case management
9 software, Mr. Silverstein.

10 Q And when did you do that?

11 A I can't recall.

12 Q Was it --

13 A I would say prior to submission
14 of this, is an estimation.

15 Q Was it before the filing of the
16 second bankruptcy case?

17 A I can't recall. I don't know.

18 I mean, I think it's generally
19 been known by -- in connection with LTL I,
20 LTL II, there's been an exchange of
21 information between Feinberg, the FCR, the
22 TCC 1, I mean, you know, data flying every
23 which direction.

24 So, you know, for me to tell you
25 right here, I couldn't sit here today and

1 NACHAWATI - CONFIDENTIAL

2 tell you with specifics when this number
3 was generated. But it is a moving picture.
4 It's not static. It is dynamic.

5 MR. SILVERSTEIN: Scroll down,
6 Deane, if you can find page 172 of
7 1377. If you look on the top, that's
8 where it says page 2 of 1377. If you
9 go down to page 172 of 1377.

10 Okay. And this is Exhibit H,
11 Nachawati Law Firm. And what follows
12 is 116 pages of information.

13 Can you scroll down, Deane?

14 BY MR. SILVERSTEIN:

15 Q It has the first name, the first
16 initial of the second name, then redacted
17 is the date of birth, the Social Security
18 number, date of death and claim type.

19 Do you see that?

20 A I do.

21 Q And this information was
22 information that you provided to counsel to
23 the Ad Hoc Committee?

24 A I'm sorry, I can't hear you
25 because there is someone speaking in the

1 NACHAWATI - CONFIDENTIAL

2 background.

3 Q This information was provided by
4 your firm to the Ad Hoc Committee's
5 counsel?

6 A I believe so.

7 Q And had you ever provided --
8 withdrawn.

9 Have you provided this
10 information to Johnson & Johnson or any of
11 its affiliates in connection with your
12 signing of the plan support agreement?

13 MR. MONTEFUSCO: Object to form.

14 MR. HOFMEISTER: Objection.

15 Involves disclosure under the
16 non-disclosure agreement.

17 A Right. I can't remember.

18 But what I can tell you is, you
19 know, there's been all kinds of requests
20 flying five different directions, and I
21 know this one's been hotly contested.

22 So, you know, I don't -- I don't
23 have any specific knowledge one way or the
24 other about this or commentary.

25 Q How many different claim

1 NACHAWATI - CONFIDENTIAL

2 types -- withdrawn.

3 How many different claim type
4 categories did your firm utilize in
5 providing the information in the last
6 column?

7 MR. MONTEFUSCO: Object to form.

8 A I'd rely on the answer I gave
9 before. You already asked me a while ago.

10 Q Just -- I'm sorry, I don't
11 remember what answer you're referring to.

12 A I mean, I can't recall with
13 details, as I sit here today, or at my
14 fingertips.

15 That's my answer.

16 Q Do you know whether -- were
17 there claim types other than ovarian and
18 mesothelioma that you provided?

19 MR. MONTEFUSCO: Object to form.

20 A I don't know for sure, but I
21 would suspect, yes, because there are many
22 different subtypes.

23 Q What -- okay.

24 A There's endometrial, mucinous, I
25 mean, uterine, I mean, epithelial -- I

1 NACHAWATI - CONFIDENTIAL

2 could go on and on and on.

3 Q So the information that you
4 provided to counsel for inclusion in this
5 chart, which is redacted, your recollection
6 is that it has that level of subtype
7 information in it?

8 MR. MONTEFUSCO: Object to form.

9 Misstates testimony.

10 A I don't know one way or the
11 other. I'm just telling you that there are
12 a lot of different subtypes and every
13 client is different.

14 So I'm not going to say one way
15 or the other. I just can't remember. But
16 what I can tell you is, you know, there's
17 quite a lot of them and each one of their
18 situations is different.

19 And that list should not include
20 any meso clients, and it certainly doesn't
21 include the State of New Mexico.

22 Q So there's 4,949. You're saying
23 of that, those are all ovarian cancer
24 claims and not any meso claims?

25 A That's my understanding.

1 NACHAWATI - CONFIDENTIAL

2 Q And how many -- as of May 9,
3 2023, how many mesothelioma claims does
4 your firm have right now?

5 A I don't know.

6 Q Less than 100?

7 A Yes.

8 Q Okay. Less than 50?

9 A Possibly.

10 Q Do you have signed retainer
11 agreements for each of the ovarian
12 cancer -- 4,949 ovarian cancer claimants
13 identified by first name in Exhibit H1?

14 A To the best of my knowledge,
15 yes.

16 MR. SILVERSTEIN: And let's just
17 go to page 289 of 1377, and go to page
18 290 and 291.

19 BY MR. SILVERSTEIN:

20 Q Is this your firm -- the form of
21 retainer agreement that you utilize with
22 clients alleging ovarian cancer caused by
23 J&J?

24 A It looks familiar.

25 Q And to the best of your

1 NACHAWATI - CONFIDENTIAL

2 knowledge, you have signed retainer
3 agreements with respect to each of the
4 4,949 ovarian cancer claimants mentioned in
5 the -- in Exhibit 9?

6 A To the best of my knowledge,
7 yes.

8 Q And when were those engagement
9 letters obtained?

10 A I'm not following.

11 Q Was any effort made in the last
12 month to obtain signed engagement letters
13 from ovarian cancer patients that had been
14 in your firm's client management database?

15 A In a general sense -- it's
16 attorney-client privilege, but I'll try to
17 answer it in a general sense.

18 In a general sense, our retainer
19 agreements are signed by our clients. We
20 do our best to make sure we are compliant.
21 We have several layers of compliance, case
22 management software, docket attorneys,
23 trial lawyers, paralegals, legal
24 assistants, vendors.

25 And then in Imerys, I recall an

1 NACHAWATI - CONFIDENTIAL

2 issue with respect to making sure we had
3 our clients, prior to the vote, which we're
4 not even there yet in this bankruptcy, but
5 making sure that we complied with the
6 applicable rules with respect to voting in
7 that judge's specific mandates -- that
8 bankruptcy judge's specific mandates.

9 So there may be supplements and
10 there may be iterations that differ. But
11 in a general sense, this document, I am
12 familiar with in a general sense.

13 Q But the question was, was there
14 any effort undertaken in the past month to
15 obtain signatures on an engagement letter
16 signed with Fears Nachawati of clients that
17 had been in the client database of Fears
18 Nachawati?

19 MR. MONTEFUSCO: Object to form.

20 MR. HOFMEISTER: Objection.

21 Form.

22 A If you're asking -- I mean,
23 we -- you know, it's a weird question, but
24 I think I'll try to answer it the best I
25 can.

1 NACHAWATI - CONFIDENTIAL

2 Potential clients call our firm
3 every day. If we think they have a case,
4 we'll engage and sign them as a client, in
5 a general sense. We regularly communicate
6 with our clients via e-mail, letters,
7 updates.

8 And so that's really what I can
9 tell you about it. I'm not sure where
10 you're going with this. But yes, we have
11 retainer agreements. Yes, we regularly
12 communicate with our clients. Yes, from
13 time to time, we have to change our
14 agreements or supplement. It just depends
15 on what's going on, Mr. Silverstein.

16 MR. SILVERSTEIN: All right.

17 Let's take this down. A couple of
18 more questions, then I'm going to pass
19 this witness, such as it is.

20 BY MR. SILVERSTEIN:

21 Q With regard to the Chapter 11
22 plan that was filed and that you read,
23 Mr. Nachawati, do you believe that your
24 clients are more fairly treated under that
25 plan than they are to returning to the tort

1 NACHAWATI - CONFIDENTIAL

2 system, like you mentioned was going to be
3 your goal in your May 24, 2022 interview
4 with Mr. York?

5 MR. MONTEFUSCO: Object to form.

6 MR. HOFMEISTER: Objection to
7 the form.

8 MR. RASMUSSEN: Objection to the
9 form.

10 A Before the common benefit
11 conflict or after, Mr. Silverstein?

12 Q I'm sorry?

13 A Before the common benefit
14 conflict of the 8 and 12 or after?

15 Q Just so that we're clear,
16 because you haven't really answered --

17 A That's why I'm asking, because
18 it matters. It matters.

19 Q So the common benefit fund is
20 what -- withdrawn.

21 Is there any other reason why
22 you would believe that your clients are
23 better treated under the Chapter 11 plan
24 that the debtors proposed and being
25 returned to the tort system other than the

1 NACHAWATI - CONFIDENTIAL

2 common benefit fund?

3 MR. HOFMEISTER: Objection.

4 MR. RASMUSSEN: Objection to the
5 form.

6 MR. MONTEFUSCO: Objection to
7 the form.

8 A There are many reasons that
9 we're working through right now. I can't
10 tell you what happens in the future, as you
11 know. But the idea is, I look to my
12 clients for them to have a resolution in
13 their lifetime.

14 Ideally, in a perfect world,
15 that's through the tort system. I do not
16 control Johnson & Johnson on whether they
17 decide to file bankruptcy. I have to
18 simply react to what the legislation allows
19 them to do with the judges as the
20 gatekeepers.

21 And so I'm only a part of the
22 system. And so I'm dealing with the
23 inevitability of a bankruptcy that had been
24 filed. I'm trying to do right by my client
25 while acknowledging that not one size fits

1 NACHAWATI - CONFIDENTIAL

2 all for my clients' situations.

3 Q And what changed between the
4 first time that LTL filed when you didn't
5 have control over that either and you were
6 in favor of returning your clients to the
7 tort system and this time?

8 MR. MONTEFUSCO: Objection to
9 form.

10 MR. HOFMEISTER: Objection to
11 the question and to the extent it may
12 cover non-disclosure agreement or
13 negotiations under the mediation.

14 A It would -- it touches on many
15 of the issues that we're dealing with in
16 mediation that we're trying to work through
17 with the debtor and the parent, and that's
18 the goal, with the idea to support a plan
19 that I can recommend to my clients.

20 And I don't know how that's
21 going to turn out because I can't tell you
22 what's going to happen tomorrow.

23 Q All right. Do you understand
24 that the debtor just filed an application
25 for permission to pay the Ad Hoc

1 NACHAWATI - CONFIDENTIAL

2 Committee's counsel -- counsel's fees?

3 A I think we already covered this,
4 and I said, Read the docket. So it's clear
5 you've read the docket and you asked me a
6 question.

7 So if the docket -- if it's on
8 the docket, and, as you know, bankruptcy
9 professionals and lawyers have to file
10 their requests for attorney's fees with the
11 Court, yes, I'm generally aware that that's
12 a requirement.

13 So yes.

14 Q When you say it's a
15 "requirement," what do you mean by that?

16 A By bankruptcy rules, you have to
17 file your request to be paid as bankruptcy
18 counsel, and the Court has the authority
19 to, in connection with the U.S. Trustee,
20 allow or disallow the fees being charged.

21 But it has to be disclosed with
22 the Court.

23 Q When --

24 A Why ask me question you know the
25 answer to, Mr. Silverstein?

1 NACHAWATI - CONFIDENTIAL

2 Q When was the first time that you
3 came to learn that Johnson & Johnson was in
4 discussions to pay bankruptcy counsel for
5 the lawyers that signed the plan support
6 agreement?

7 MR. MONTEFUSCO: Objection to
8 the form of the question.

9 I'm going to caution the witness
10 not to reveal any privileged
11 communications with counsel for the Ad
12 Hoc Committee.

13 MR. HOFMEISTER: Objection.

14 A I mean, I can tell you the first
15 time I became aware of such a dynamic was
16 when the ad hoc groups of AGs in Womble
17 filed their request for fees. That's when
18 I first realized that a debtor could pay an
19 adversary their bankruptcy counsel bills,
20 in a general sense.

21 Q And when was the first time that
22 that -- that you learned -- that you heard
23 it discussed in the specific sense of this
24 committee?

25 MR. MONTEFUSCO: Object to form.

1 NACHAWATI - CONFIDENTIAL

2 I have the same caution with
3 respect to privilege.

4 MR. HOFMEISTER: Objection.

5 A Yeah, that's more post NDA. So
6 I can't answer that. I'm happy to, if the
7 Court so orders.

8 MR. SILVERSTEIN: All right.

9 I've concluded my examination for now
10 subject to the following, which is
11 Mr. Nachawati has invoked an NDA in
12 not answering I would say fundamental
13 questions regarding the plan support
14 agreement he signed, the term sheet
15 that's associated with it, and other
16 critical aspects of what may or may
17 not be his support for the plan, and
18 including his communications with
19 Johnson & Johnson and others.

20 So this is definitely a matter
21 that we're going to take up with the
22 Court, and we reserve our rights to
23 bring back Mr. Nachawati to ask
24 questions that he has not answered.

25 And with that, I have no further

1 NACHAWATI - CONFIDENTIAL

2 questions.

3 MR. HOFMEISTER: Okay. This is
4 Brian Hofmeister, and for the record,
5 there were several different types of
6 privileges raised.

7 One was the non-disclosure
8 agreement, and we've just mentioned
9 that, but there's also been refusals
10 to disclose conversations regarding
11 mediation discussions that are
12 privileged as well as discussions with
13 the Ad Hoc Committee that are covered
14 by any privilege regarding the
15 committee, so.

16 MR. SILVERSTEIN: Yeah, well,
17 all rights are reserved, obviously,
18 all the way around.

19 The NDA is the one that is a
20 blanket. Anything that happened after
21 the NDA, which nobody seems to know
22 when, and nobody seems to know what it
23 covers, and yet, it's been the basis
24 for, you know, not answering
25 questions. That's the most

1 NACHAWATI - CONFIDENTIAL

2 problematic.

3 But, of course, we'll look at
4 the transcript and see if there is
5 anything else and we'll raise them
6 with you. But the NDA is the one that
7 was the most blanket and problematic.

8 Thank you very much.

9 MR. HOFMEISTER: Okay. Thank
10 you.

11 THE WITNESS: Thank you,
12 Mr. Silverstein.

13 MR. RASMUSSEN: I do have a
14 couple of questions, if nobody else
15 does, but I'll let others go first.

16 THE WITNESS: Could you identify
17 yourself for the record, please?

18 MR. McEVILLY: Can I jump in,
19 Mark.

20 Tom McEvilly on behalf of the
21 State of New Mexico, just on the topic
22 of privileges raised.

23 I would just like to withdraw my
24 two objections earlier. I
25 misunderstood the line of questioning.

1 NACHAWATI - CONFIDENTIAL

2 Thank you.

3 MR. RASMUSSEN: Is there anybody
4 else? Otherwise, I'll go.

5 MS. RATCLIFFE: Yes, I have some
6 questions.

7 EXAMINATION BY

8 MS. RATCLIFFE:

9 Q This is Suzanne Ratcliffe of
10 Maune Raichle Hartley French & Mudd.

11 A Okay.

12 Q Good afternoon, or I guess good
13 evening, Mr. Nachawati. I don't think
14 we've had the pleasure. So it's nice to
15 meet you virtually, and hopefully, I'll be
16 pretty quick so you can get on with your
17 day.

18 A Sure.

19 Q I just wanted to clarify based
20 on your previous testimony, sitting here
21 today, you can't tell us how many
22 mesothelioma claims you had in your
23 inventory either in the filed MDL cases,
24 the unfiled MDL cases or even sitting here
25 today, as of today, how many mesothelioma

1 NACHAWATI - CONFIDENTIAL

2 cases you have?

3 MR. HOFMEISTER: Objection to
4 the form of the question, and I
5 believe he --

6 MS. RATCLIFFE: I can reask.
7 Let me reask the question. I was
8 trying to make it quick so we could
9 get through this, but I'll reask it.

10 BY MS. RATCLIFFE:

11 Q Do you know, sitting here today,
12 how many mesothelioma cases you had when
13 you filed your 3,300 cases in the MDL?

14 A Not with specificity, but none
15 of the meso cases are filed in the MDL,
16 because it's an OC-only MDL.

17 Q Okay. Well, in the paragraph 6
18 that was referenced before, it listed
19 around 3,500 ovarian cases and a small
20 number of meso cases.

21 That's what your testimony was,
22 was it not?

23 A In relation to who I represent?

24 Q Right.

25 A Yes, that's accurate.

1 NACHAWATI - CONFIDENTIAL

2 Q Okay. And you don't know what
3 that small number of mesothelioma cases was
4 at the time of the original filing of the
5 LTL I, correct?

6 A I had an approximation. I'd
7 have to look at my notes.

8 Q And what's your approximation?

9 A I don't want to guess.

10 Q Okay. Nobody wants you to
11 guess.

12 And then you don't know how many
13 mesothelioma cases you had filed in State
14 Court, correct?

15 A I would be guessing, but there
16 were some filed.

17 Q Okay. And when you did that
18 testimonial that we watched earlier in May
19 of '22, you said there was a good number of
20 meso cases, but you don't know what that
21 number was, correct?

22 A More or less.

23 Q I mean, if you do, you can tell
24 me.

25 A I mean, I just -- sitting here

1 NACHAWATI - CONFIDENTIAL

2 today, I'm guessing. I'm approximating.

3 Is it in the thousands? No.

4 Is it in the hundreds? No.

5 Q Okay. And then you testified

6 earlier that in the verified 2019

7 statement, that the listing of cases in the

8 Exhibit A that's redacted does not contain

9 any mesothelioma cases, is that correct?

10 A That's my understanding.

11 Q Okay. And then in that H1

12 redacted listing of clients, you don't

13 know, sitting here today, how many of those

14 cases are ovarian cases versus non-ovarian

15 cases, correct?

16 MR. MONTEFUSCO: Object to form.

17 A I don't have that information in

18 detail at my fingertips.

19 Q Okay. But that list does

20 contain cases that are non-ovarian based,

21 correct?

22 A I don't know, other than I know

23 of meso cases, my understanding is they are

24 excluded.

25 Q Okay. But do you know what is

1 NACHAWATI - CONFIDENTIAL

2 actually included in the listing in H1?

3 A Ovarian cancer -- generally
4 speaking, ovarian cancer, just as I sit
5 here today without any documents to look
6 at, ovarian cancer and various subtypes,
7 epithelial, mucinous, some that may not be
8 compensable, but, you know, no one knows
9 what tomorrow will hold.

10 Q Okay. Does it also include
11 what's been considered as the gynecological
12 cancers?

13 A Some.

14 Q Okay. And you don't know how
15 many in each of the categories, correct?

16 A Not as I sit here today.

17 Q Okay. And I certainly don't
18 want beat a dead horse. I just want to
19 make sure I have a clear understanding what
20 you know and what you don't know. Okay?

21 A Fine.

22 Q Are you aware of any of the
23 non-ovarian gynecological cancers being
24 compensated in the tort system either by
25 settlement or in a trial?

1 NACHAWATI - CONFIDENTIAL

2 A Are you referring to meso or
3 asbestos related?

4 Q I'm saying non-ovarian
5 gynecological cancers.

6 MR. RASMUSSEN: Just note my
7 objection to the form of the question.

8 THE WITNESS: You know,
9 Mr. Silverstein, do you want me to
10 answer this? Because there's stuff
11 that I know from the TCC 1. I mean...

12 MR. SILVERSTEIN: Sorry, what's
13 your question?

14 MS. RATCLIFFE: My question is,
15 is he aware of any non-ovarian
16 gynecological cancers being
17 compensated in a tort system.

18 MR. SILVERSTEIN: I don't see
19 why there's any issue with you
20 answering "yes" or "no" certainly as
21 to that question.

22 THE WITNESS: Okay. I just
23 wanted to make sure because it was
24 stuff I learned in connection with the
25 TCC 1.

NACHAWATI - CONFIDENTIAL

MR. SILVERSTEIN: It's a
yes-or-no question. So you can
answer. I don't know what the answer
is.

A Yes.

Q I'm sorry, the answer was "Yes"?

A Yes.

Q Okay. Do you know how many of
them?

A I can't recall with specificity.

Q Okay. And are you in possession
of any evidence that non-ovarian
gynecological cancers are caused by
exposure to talcum powder?

MR. MONTEFUSCO: Object to form.

A Depends on which type of
gynecological cancers you're talking about.
Some no. Some yes. Some more. Some -- I
mean, the science is different for every
type of gynecological cancer.

So that's the way I would answer
that question.

Q Okay. Are you aware of any
literature that supports any claim of any

1 NACHAWATI - CONFIDENTIAL

2 non-ovarian gynecological cancers that are
3 caused by exposure to talcum powder?

4 A Are you talking about asbestos?

5 Q I'm saying exposure to talcum
6 powder.

7 A I mean, there are certain
8 gynecological cancers where there's some
9 evidence, some weaker than others. It just
10 depends on who you ask. I mean, there's --
11 you know, you ask two doctors, you get two
12 different answers.

13 So yes, there's literature out
14 there. It varies with respect to the
15 subtype. We could sit here all day and
16 talk about it.

17 Q Okay. And have you retained any
18 experts in relation to the non-ovarian
19 gynecological cancers?

20 A I'm sure we have.

21 Q If the bankruptcy is dismissed
22 ultimately, do you plan to file those
23 non-ovarian gynecological cancers?

24 MR. HOFMEISTER: Objection to
25 form.

1 NACHAWATI - CONFIDENTIAL

2 A I can't predict the future. So
3 I'm not going to speculate.

4 Q Okay. But there's nothing
5 preventing you from filing them, if, in
6 fact, this bankruptcy is dismissed,
7 correct?

8 MR. HOFMEISTER: Objection to
9 the form of the question.

10 A I mean, you're asking me a
11 hypothetical. It would depend on the case.

12 Q Okay. And I think we
13 established before that under the original
14 funding agreement in LTL I, there was the
15 potential for a \$61 billion fund to
16 compensate victims in addition to
17 whatever -- or let me say this: There was
18 a \$61 billion fund that was available to
19 the claimants in or out of bankruptcy,
20 correct?

21 MR. MONTEFUSCO: Object to the
22 form. Misstates testimony.

23 BY MS. RATCLIFFE:

24 Q Well, is that your understanding
25 of what the first funding agreement said?

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Same objection.

3 A The funding agreement is subject
4 of -- you know, it's public knowledge what
5 it is. It's \$60 billion in LTL I, is what
6 it was.

7 Q Uh-huh, right.

8 And you -- we already
9 established that you were part of the first
10 TCC, correct?

11 A That's correct.

12 Q Okay. And after -- as a part of
13 the TCC, you supported the motion to
14 dismiss and supported a Third Circuit
15 dismissal of the bankruptcy, correct?

16 A That's correct.

17 Q Okay. But now we're sitting
18 here with far less money that's not
19 available in or out of bankruptcy, and yet,
20 you're supporting this plan. Is that
21 correct?

22 MR. HOFMEISTER: Objection to
23 form.

24 MR. MONTEFUSCO: Object to the
25 form of the question.

1 NACHAWATI - CONFIDENTIAL

2 A I disagree with that assessment.

3 It depends on what happens tomorrow and the
4 days following.

5 So I can't accurately answer
6 that question today. It would be
7 speculation.

8 Q Okay. You're familiar with the
9 term sheet that was introduced as
10 Nachawati 5, correct?

11 A Yes.

12 Q Okay. And if you need to see it
13 at any point, you let me know. But
14 certainly, as part of the agreement, there
15 were three qualifications that were
16 necessary, including the future claimant
17 representatives agreement that you will not
18 assign more than a third of the trust
19 corpus to qualifying future claims.

20 Do you recall that?

21 A That sounds familiar.

22 Q Okay. And the terms and
23 conditions of the term sheet are integrated
24 into the current plan, correct?

25 A Yes.

1 NACHAWATI - CONFIDENTIAL

2 Q Okay. Have you signed any cases
3 after April 1, 2023?

4 A I don't know, as I sit here.

5 Q Let me rephrase.

6 Not any cases, but any cases
7 that would potentially qualify for a filing
8 in this bankruptcy.

9 A I don't know, as I sit here
10 today. I mean, we receive a lot of
11 inquiries. So we regularly sign clients
12 all the time.

13 Q Okay. Have those potential
14 claimants been advised that they are only
15 able to -- or only potentially entitled to
16 a third of the trust corpus?

17 MR. HOFMEISTER: Objection.

18 A The FCR was just appointed,
19 what, today or yesterday? Ask her.

20 Q My understanding, she says she
21 hasn't committed to that, but...

22 A Well, I've not had a
23 conversation with her, which is, I guess,
24 in essence, what I'm saying. And that's
25 the FCR's purview, not mine.

1 NACHAWATI - CONFIDENTIAL

2 Q Okay. And just a couple of
3 quick questions.

4 In the PSA, which is
5 Nachawati 6 -- and we can certainly -- oh,
6 I'm sorry, no. I'm sorry. It's
7 Nachawati 5. Still the same document.

8 The exhibits there include the
9 payments to be made for the gynecological
10 cancers, which include ovarian cancers, as
11 well as the mesothelioma claimants,
12 correct?

13 A Yes, with the exclusion of mine
14 that were not included in the 2019.

15 Q Okay. My question is this:
16 Where in the plan is the payment for the
17 non-ovarian, non-mesothelioma claimants?

18 MR. MONTEFUSCO: Object to form.

19 A I don't know with specificity
20 without reviewing the document, which I
21 don't have in front of me.

22 Q Okay. Do you know offhand how
23 much the gynecological cancers are
24 potentially getting that are non-ovarian?

25 A Not off the top of my head right

1 NACHAWATI - CONFIDENTIAL

2 now.

3 Q Are there any distinctions that
4 you know of based on the type of
5 non-gynecological ovarian cancers?

6 A Are there any what?

7 Q Are there any distinctions or,
8 you know, differing percentages for each of
9 the types?

10 A Yes. I'd refer you to the
11 document, right? I think the document
12 speaks for itself.

13 Q It only includes the ovarian
14 cancers.

15 A Well, my clients were not
16 included in the 2019. That's one of the
17 issues that needs to be worked through, and
18 that would be covered by the mediators and
19 whatever happens tomorrow, which I can't
20 speculate. It's an evolving situation.

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

NACHAWATI - CONFIDENTIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q Okay. And under the PSA, the amount that was -- that amount was left to the sole discretion of the claims administrator, correct?

A I believe so. I believe so.

Q Okay. And that could have been any amount, correct?

A Well, it's not that simplistic, right? There's a -- the debtors -- there is a plan and the debtor's TDP, right, and that sort of lays out all the specifics.

So I'd refer you to that document.

Q Okay. There were no other side agreements outside of that?

A What do you mean by "side agreement"?

MR. HOFMEISTER: Object to form.

1 NACHAWATI - CONFIDENTIAL

2 BY MS. RATCLIFFE:

3 Q As to what the gynecological
4 cancers were going to receive.

5 MR. HOFMEISTER: Objection.

6 A Not that I know of.

7 Q Give me one second.

8 Prior to your non-disclosure
9 agreement, did you have any agreement or
10 discussions about what the amount for the
11 gynecological cancers would be?

12 A No.

13 MR. MONTEFUSCO: Object to form.

14 BY MS. RATCLIFFE:

15 Q You testified earlier that you
16 signed this PSA -- or wait, let me back up
17 for a second.

18 Your PSA wasn't signed that was
19 introduced as an exhibit today.

20 Do you know why?

21 A No, I don't know why.

22 I signed the PSA.

23 Q Do you know when it was signed?

24 A I don't recall, as I sit here
25 today.

1 NACHAWATI - CONFIDENTIAL

2 MR. RASMUSSEN: Can I interject?

3 The PSA is Exhibit 6, and that
4 has a signature on it.

5 MS. RATCLIFFE: I know it has a
6 signature on it, but it's undated.

7 MR. RASMUSSEN: You said,
8 "signed."

9 MS. RATCLIFFE: So then let me
10 withdraw my question.

11 BY MS. RATCLIFFE:

12 Q Well, I said you signed it, but
13 it's undated. My question is -- withdrawn.

14 My question is this: Your PSA
15 is signed, but it's undated, correct?

16 A Are you referring to the
17 exhibit?

18 Q Yes.

19 A Yeah, that's correct.

20 Q Okay. And you don't know why
21 it's not signed?

22 A Well, I think the idea --

23 MR. HOFMEISTER: Objection. It
24 is signed.

25 MS. RATCLIFFE: I'm sorry, not

1 NACHAWATI - CONFIDENTIAL

2 dated. I'm so sorry. It's late in
3 the day. I'm tired, too.

4 BY MS. RATCLIFFE:

5 Q You don't know why it's undated,
6 correct?

7 A In a general sense, I think the
8 idea was that everything would coincide
9 when filed, right?

10 So that's probably why it's
11 undated, is my best answer to that
12 question.

13 Q Okay. And I think that we
14 established before that that was signed
15 somewhere in between the dismissal of the
16 bankruptcy and the filing of the new
17 bankruptcy, LTL II, correct?

18 MR. MONTEFUSCO: Object to form.

19 A That's correct.

20 Q Okay. And you signed the PSA
21 supporting the plan, correct?

22 A On behalf of certain claimants,
23 correct.

24 Q Do you support this plan
25 overall?

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Objection to
3 form.

4 A There are too many things that
5 we're working through, through mediators,
6 with the idea of a pathway to a plan that I
7 could recommend and support to the clients
8 that it's appropriate for.

9 Q And referring back to the PSA,
10 which is Nachawati 6, in Section 2 of that,
11 the first portion, 2.01(a), indicates that
12 this document shall be binding on the talc
13 claimants.

14 But yet, you're sitting here
15 saying that there are pathways for this to
16 not bind them?

17 MR. HOFMEISTER: Objection to
18 the form.

19 MR. MONTEFUSCO: Objection to
20 the form.

21 MR. RASMUSSEN: Objection to the
22 form.

23 A They are not bound by what I
24 sign until they vote. It's their decision.

25 Q Right. But you promised your

1 NACHAWATI - CONFIDENTIAL

2 support, no?

3 MR. HOFMEISTER: Objection to
4 the form. Asked and answered.

5 This question has been asked
6 three different ways and it's been
7 answered the same way.

8 MS. RATCLIFFE: Okay. I think
9 it's been answered circuitously,
10 but...

11 BY MS. RATCLIFFE:

12 Q You support it with conditions,
13 is that correct?

14 MR. HOFMEISTER: Object to form.

15 A We're working through the issues
16 that need to be addressed with the idea of
17 supporting a plan that I can recommend to
18 the clients it's appropriate for.

19 MS. RATCLIFFE: Okay. I don't
20 have any further questions.

21 Thank you, Mr. Nachawati. Have
22 a good evening.

23 THE WITNESS: You too as well.

24 MR. RASMUSSEN: Does anybody
25 else have any before I ask just a few?

NACHAWATI - CONFIDENTIAL

MR. SILVERSTEIN: I have a couple of questions based on the state of New Mexico's withdrawal of their objection to Mr. Nachawati -- privilege objection to Mr. Nachawati answering questions about the termination of his services.

So I can do that before or after.

MR. RASMUSSEN: Go ahead.

EXAMINATION (CONTINUED)

BY MR. SILVERSTEIN:

Q Mr. Nachawati, the counsel for New Mexico withdrew any objection made earlier and instruction not to answer my question about your termination -- the cessation of your serving as counsel to the State of New Mexico in connection with the Johnson & Johnson talc claims.

Were your services terminated or did you withdraw as counsel?

A The newly elected AG and -- you know, I don't know exactly because I was walled off from that, but the decision was

1 NACHAWATI - CONFIDENTIAL

2 theirs. My understanding is the decision
3 was theirs.

4 Q And was it based on a conflict
5 of interest of you signing an agreement
6 supporting a plan with which -- in a
7 bankruptcy in which they seek dismissal?

8 MR. HOFMEISTER: Objection to
9 form.

10 MR. MONTEFUSCO: Objection to
11 form.

12 A So following the dismissal of
13 LTL I, they're not included in LTL II.
14 They're conditionally carved out.

15 I had concerns of even filing a
16 motion to dismiss from my perspective,
17 because if you're not in there, you know,
18 you can probably file some statement
19 without submitting -- or consenting
20 yourself to the distinction of the
21 Bankruptcy Court. But that's why the
22 conditional language of the carve-out was
23 there.

24 Q You're not suggesting that New
25 Mexico requested that language, are you?

1 NACHAWATI - CONFIDENTIAL

2 A My understanding of their desire
3 is to be in their State Court litigating
4 their sovereign claims that the AG has the
5 right to pursue.

6 Q Right. And they --

7 A They do not want -- my
8 understanding is they do not want to be
9 involved as an AG in the bankruptcy, not
10 because of an actual conflict of interest,
11 but because of their belief with respect
12 to -- my understanding is, with respect to
13 the idea of the bankruptcy being filed and
14 the inevitably of me having to deal with
15 the situation not having control over
16 whether a bankruptcy is filed or not.

17 Q Did you -- did you discuss with
18 any representatives of New Mexico your
19 signing a plan support agreement before you
20 did it?

21 MR. HOFMEISTER: Objection to
22 the question. It involves
23 communications that would be
24 privileged.

25 A I was walled off from that,

1 NACHAWATI - CONFIDENTIAL

2 those communications.

3 Q Walled off by who?

4 A An attorney at my firm.

5 Q So somebody else from your firm
6 spoke to New Mexico and you didn't, is that
7 what you're saying?

8 A That's correct.

9 We have multiple divisions in
10 our firm, and depending on the
11 circumstances, my understanding at a basic
12 level is that they did not believe there
13 was a conflict of interest from a legal
14 perspective. From an optics perspective
15 and a public policy perspective, they
16 didn't like the idea of the bankruptcy.

17 And to be frank, you know, I'm
18 not a fan of it either, but it was filed
19 nonetheless. So, you know, as I said,
20 there's no one size that fits all clients'
21 situations.

22 Q So New Mexico's views, as you
23 understood it, aligned with your views
24 expressed on May 24, 2022 to Mr. York about
25 the abuse of the bankruptcy system, and

1 NACHAWATI - CONFIDENTIAL

2 that did not align with you signing a
3 support -- a plan support agreement?

4 MR. HOFMEISTER: Objection to
5 the form.

6 A I'm not going to speculate on
7 what their views were at the time because I
8 believe that interview was in the context
9 of the tort claimants, not the Attorney
10 General case, because I'm not authorized to
11 speak publicly about what the Attorney
12 General may or may not want in its
13 assistance.

14 Q Were you -- withdrawn.

15 I'm sorry. I cut you off.

16 A Well, I was just going to say, I
17 can't -- I can't speak on behalf of New
18 Mexico publicly because they have a
19 communications department. Much like every
20 Attorney General's office, they handle the
21 communications about what's right for them.

22 So anything I say publicly is
23 only with respect to what I think is right
24 for my clients -- my tort claimant clients.

25 Q Were you surprised by the

1 NACHAWATI - CONFIDENTIAL

2 termination?

3 MR. HOFMEISTER: Objection to
4 the form.

5 A I was.

6 Q Did you have any discussions
7 with Mr. Murdica or anyone else
8 representing or acting on behalf of J&J
9 about your signing on to a plan support
10 agreement while you were counsel to a
11 sovereign state opposed to the bankruptcy?

12 A I was very --

13 MR. HOFMEISTER: Objection.
14 Objection to the extent it involves
15 disclosures that would be covered by
16 the NDA.

17 A I was very clear prior to
18 engaging in any kind of agreement that
19 anything involving New Mexico was off the
20 table because you can't so much as move
21 without talking to them about what's right
22 for them.

23 And what's right for them is not
24 necessarily what's right for the OCs and
25 not necessarily what's right for the mesos

1 NACHAWATI - CONFIDENTIAL

2 because they all have different issues.

3 Q Okay. In response to a question
4 from prior counsel, you indicated that the
5 plan is not -- that the debtor filed is not
6 appropriate for all of your clients.

7 Which clients of yours is the
8 plan that was filed not appropriate for?
9 What were you referring to?

10 MR. HOFMEISTER: Objection to
11 the form.

12 MR. MONTEFUSCO: Object to form.
13 Misstates testimony.

14 A I just think it's factually
15 specific, which is why I think it's
16 important that each claimant vote
17 individually, right?

18 You have certain gynecological
19 cancers where the causation is not as
20 strong as other cases. Epithelial has very
21 strong causation. Uterine, you know,
22 experts may say something different about
23 that.

24 Mesos and asbestos, there's a
25 reason I didn't include them in my 2019,

NACHAWATI - CONFIDENTIAL

and I was clear about that. My former representation to the State of New Mexico, I was very clear I could not touch that issue at all.

So, again, not a one size fits all. They all have different issues, different considerations. Not all of it involves money. It involves policy. It involves different considerations. And it's my job to do right by the client given their certain circumstances.

And when I believe there's something that would interfere with my ability or my judgment, then even if it's a perceived conflict, I wall myself off from the situation, in a general sense, and, you know, do what I need to do to make sure that all my clients are adequately represented and that what's right for them, after receiving full disclosure, they can make an informed decision.

Q All right. Just a couple of follow-ups and then I'll turn it over to Mr. Rasmussen.

NACHAWATI - CONFIDENTIAL

But you said -- you've said I think a couple of times now that -- you've made the point that your mesos were not included in the 2019 that was filed by the Ad Hoc Committee.

Do you have an understanding that the plan that was filed by the debtors on May 15th somehow treats your meso clients differently than other meso clients?

A No. It's simply that -- again, that's a different partner that handles those clients, but it's the simple fact that what may be right for OCs may not be right for mesos.

So in a general sense, that question is posed. And if the lawyer responsible for that docket that has its own set of considerations says, No, well then they're not going to be on the 2019.

Q So lawyers on your -- lawyers on your -- in your firm who handle meso cases did not support the plan support agreement, is that fair?

1 NACHAWATI - CONFIDENTIAL

2 MR. MONTEFUSCO: Objection to
3 form.

4 A Not necessarily. It depends,
5 right? You're asking me to answer an
6 impossible question. Just like when on the
7 TCC there are certain mesos that may
8 support a plan and may not. Depends on
9 what happens.

10 Q And when you were -- just so
11 that I understand, when you signed the plan
12 support agreement, did you only have
13 ovarian -- only your ovarian cancer clients
14 in mind and that you thought that the meso
15 clients were not -- you were not pledging
16 support on behalf of the meso clients?

17 MR. MONTEFUSCO: Object to the
18 form.

19 A It's -- those small number of
20 claimants had their own distinct issues,
21 and the decision, in a general sense, was
22 made not to include them by design because
23 what's right for them may not be right for
24 the OCs and vice versa.

25 So it's conditional depending on

NACHAWATI - CONFIDENTIAL

the client's situation. I don't have total visibility once certain things happen, like a bankruptcy is filed, on the whys or the wheres. I don't have direct. I have basic understandings.

And so I'm trying to answer your questions, but it can be difficult if you're -- you know, you're giving an answer and you follow what's right for that client, but you don't necessarily know all the details as to why.

Q I understand.

But just so that we're clear, the schedule -- the schedule to the PSA that had the list of your clients with redacted information that was attached to the PSA, that did not include meso clients either.

A That is my understanding.

MR. HOFMEISTER: Object to the form.

BY MR. SILVERSTEIN:

Q Okay. And so you believed that they were not being -- whatever you were

1 NACHAWATI - CONFIDENTIAL

2 agreeing to in the plan support did not
3 include your meso clients. That's -- by
4 not including them, that's what you were
5 reflecting.

6 MR. MONTEFUSCO: Object to form.

7 A That's my point.

8 Q Okay. And just in terms of
9 the -- coming back to the -- what you said
10 before about how the evidence of scientific
11 support of causation between talcum powder
12 and the various gynecological cancer types
13 makes each individual claimant different,
14 did you have any concerns when you signed
15 the plan support agreement that --
16 withdrawn.

17 Did you have any concerns when
18 you read the plan that was filed that women
19 who have less of a basis of a claim because
20 of weak or scientific evidence could be
21 effectively foisting a plan on women who
22 have a stronger basis for their claims by
23 virtue of the number of women who fall into
24 one category versus another?

25 MR. MONTEFUSCO: Objection to

1 NACHAWATI - CONFIDENTIAL

2 the form.

3 MR. HOFMEISTER: Form.

4 A There are many things, again,

5 that we're working through that we're

6 trying to address with the idea of working

7 towards plan that I can recommend and

8 support to my clients.

9 Q And at this very instance in

10 time, you're not there yet, is that fair?

11 MR. MONTEFUSCO: Object to form.

12 MR. HOFMEISTER: Object to the

13 form.

14 A I don't know because there's too

15 many variables in play. So I can't answer

16 that, as I sit here today, other than what

17 I've already answered 100 times.

18 MR. SILVERSTEIN: Okay. I have

19 no further questions at this time.

20 Thank you.

21 MR. RASMUSSEN: Okay.

22 EXAMINATION BY

23 MR. RASMUSSEN:

24 Q This is Mark Rasmussen with

25 Jones Day on behalf of the debtor.

1 NACHAWATI - CONFIDENTIAL

2 Mr. Nachawati, thank you for
3 your patience today, and I'll be brief.

4 A Sure.

5 Q Earlier in the deposition, you
6 offered to identify the members of the TCC
7 in this bankruptcy proceeding who were in
8 favor of the proposed Imerys settlement.

9 Could you identify them for us?

10 A My recollection is -- you know,
11 again, this is my recollection -- I believe
12 the two co-lead firms were in support of
13 the Imerys plan.

14 That's my recollection of the
15 MDL.

16 Q And do you recall their names,
17 sitting here today?

18 A I believe it's Beasley Allen and
19 Ashcraft & Gerel.

20 Q Thank you.

21 I have just a few questions
22 about Exhibit 6, the plan support agreement
23 that you signed. And if you need to look
24 at it, we can call it up. I don't think
25 you will to answer these questions, but

1 NACHAWATI - CONFIDENTIAL

2 please let me know.

3 A Sure.

4 Q Do you agree that the
5 obligations imposed on the parties to the
6 PSA are still in effect today?

7 A I do.

8 Q And is it your intent to comply
9 with your obligations under the PSA?

10 A If we work through the issues,
11 absolutely.

12 Q Is it your intent to support the
13 debtors' plan consistent with the
14 obligations under the PSA?

15 A And the conditions subsequent
16 and precedent, yes.

17 Q It's your intent to comply with
18 the obligations under the PSA as expressed
19 there, correct?

20 A And work through any mediation,
21 correct.

22 MR. RASMUSSEN: Thank you.

23 That's all I have.

24 THE VIDEOGRAPHER: Okay. This
25 concludes today's deposition --

1 NACHAWATI - CONFIDENTIAL

2 MR. RASMUSSEN: Actually, before
3 we go off the record, I'd like to
4 provisionally designate the entire
5 transcript as "Confidential."

6 And let's do what we've done in
7 prior depositions. If any party wants
8 to designate portions confidential,
9 could we agree to do so in a certain
10 time period after we get the final
11 copy of this?

12 And I'll propose five business
13 days, unless folks want a different
14 schedule.

15 MR. SILVERSTEIN: I'm sorry,
16 what's in five business -- I'm sorry,
17 Mark, what were you proposing in five
18 business days?

19 MR. RASMUSSEN: I'm
20 provisionally designating the entire
21 transcript confidential and proposing
22 that any party that wants to go
23 through and mark portions confidential
24 under the Protective Order do so
25 within five business days after

1 NACHAWATI - CONFIDENTIAL

2 receiving the final copy of the
3 transcript.

4 MR. SILVERSTEIN: That's the
5 obligation of parties seeking to
6 designate as confidential?

7 MR. RASMUSSEN: Correct.

8 MR. SILVERSTEIN: Is that
9 something different than what's in the
10 Protective Order? Because I don't
11 recall.

12 MR. RASMUSSEN: I don't think
13 there's a timeframe. I think we just
14 kind of agreed to it given the exigent
15 circumstances of other depositions
16 that have occurred.

17 So we can do it longer. We can
18 do it shorter, whatever. But I'm
19 going to provisionally designate the
20 entire thing "Confidential," but I
21 will get you final confidentiality
22 designations after receiving the final
23 transcript.

24 MR. SILVERSTEIN: Well, I'm just
25 going to revert to whatever is in the

1 NACHAWATI - CONFIDENTIAL

2 Protective Order that was just
3 recently entered. I'm not familiar
4 with what it says right now. But we
5 can take it up off the record, if
6 there's issues.

7 MR. RASMUSSEN: Sounds good.

8 MR. SILVERSTEIN: It's been a
9 long day, Mr. Nachawati. Thank you
10 very much.

11
12 (Continued on next page to
13 include signature and jurat.)
14
15
16
17
18
19
20
21
22
23
24
25

THE WITNESS: Thank you.

THE VIDEOGRAPHER: This
concludes today's deposition. We are
going off the record at 7:25 p.m.

(Time noted 7:25 p.m.)

* * *

NABIL MAJED NACHAWATI

Subscribed and sworn to
before me this day
of , 20__

NOTARY PUBLIC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

----- I N D E X -----

WITNESS	EXAMINATION BY	PAGE
NACHAWATI		
	MR. SILVERSTEIN	10, 214
	MS. RATCLIFFE	194
	MR. RASMUSSEN	226

----- EXHIBITS FOR IDENTIFICATION -----

EXHIBIT 1	Document entitled "Notice of Debtor's Motion for an Order Directing Plaintiff Law Firms to Disclose Third-Party Funding Arrangements"	17
EXHIBIT 2	Document entitled "Plaintiff's First Amended Complaint for Declaratory Relief, Damages, Restitution and Civil Penalties"	55

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

----- I N D E X -----

EXHIBIT 3 Article entitled "Federal 91
 Appellate Court Rejects
 Controversial J&J Ploy to
 Dodge Talc Cancer
 Lawsuits"

EXHIBIT 4 Article entitled 98
 "Bankrupting the Civil
 Justice System"

EXHIBIT 5 Term sheet, Bates stamped 140
 LTLMGMT-00002628 through
 640

EXHIBIT 6 Document entitle "Plan 150
 Support Agreement," Bates
 stamped LTLMGMT-00003498
 through 646

EXHIBIT 7 Screenshot of a text 161
 exchange

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

----- I N D E X -----

EXHIBIT 8 Document entitled 168
"Chapter 11 Plan of
Reorganization of LTL
Management LLC

EXHIBIT 9 Document entitled 173
"Verified Statement of
Paul Hastings LLP, Cole
Schotz P.C. and Parkin &
Rubio LLP Pursuant to
Bankruptcy Rule 2019

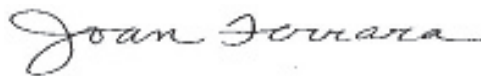
REPORTER CERTIFICATE

I, JOAN FERRARA, do hereby certify:

That said deposition was taken at the
time and place herein named; and that the
transcript is a true record of the testimony
as reported by me, a disinterested person,
and was thereafter transcribed.

I further certify that I am not
interested in the outcome of the said
action, nor connected with, nor related to
any of the parties in said action, nor to
their respective counsel.

IN WITNESS WHEREOF, I have hereunto
set my hand this 24th day of May, 2023.



JOAN FERRARA, RMR, FCRR

DEPOSITION ERRATA SHEET

Case Caption:

IN RE: LTL MANAGEMENT LLC BANRUPTCY

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury
that I have read the entire transcript
of my deposition taken in the captioned
matter or the same has been read to me,
and the same is true and accurate, save
and except for changes and/or corrections,
if any, as indicated by me on the
DEPOSITION ERRATA SHEET hereof, with the
understanding that I offer these changes
as if still under oath.

SIGNATURE _____ DATE: _____
NABIL MAJED NACHAWATI

Subscribed and sworn to on the ____ day of
_____, 20__ before me,

Notary Public,
in and for the State of _____

DEPOSITION ERRATA SHEET

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

SIGNATURE: _____ DATE: _____
NABIL MAJED NACHAWATI

DEPOSITION ERRATA SHEET

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

Page No. _____ Line No. _____ Change
to: _____
Reason for
change: _____

SIGNATURE: _____ DATE: _____
NABIL MAJED NACHAWATI

<div>\$</div> <div>\$4-and-a-half 38:6 39:2 40:10,14,16</div> <div>\$500,000 142:16</div> <div>\$60 96:6,16,17 97:4 203:5</div> <div>\$61 202:15,18</div> <div>(</div> <div>(c) 22:9</div> <div>1</div> <div>1 17:23,24 18:25 19:2,3 104:15,17 122:3 176:14,15 177:22 199:11,25 205:3 233:12</div> <div>10 233:5</div> <div>100 105:4 164:19 166:5 168:9 182:6 226:17</div> <div>100-plus 155:4</div> <div>10th 162:12</div> <div>11 134:23 151:7 168:18,25 169:8 185:21 186:23 235:5</div> <div>116 178:12</div> <div>12 42:14 43:15,20 55:17 186:14</div> <div>13 150:18</div> <div>1377 176:15 178:7,8,9 182:17</div> <div>13th 13:21 14:2</div> <div>14 23:23 24:12 25:2,17 28:15 37:14 46:12,21 51:8 53:7 54:11,25 60:25 61:10 62:6,20 63:17 68:4,10 69:21 70:3 148:14 149:23</div> <div>140 234:14</div> <div>15 76:22 161:21</div> <div>150 234:18</div> <div>15th 155:17 169:3 222:9</div> <div>16 14:14</div> <div>161 234:23</div> <div>168 235:4</div> <div>17 14:14 233:12</div> <div>172 178:6,9</div> <div>173 235:10</div> <div>194 233:6</div>	<div>2</div> <div>2 40:9 55:20,21 134:22 168:15 178:8 212:10 233:19</div> <div>2,000 24:24 25:5 60:18,23</div> <div>2,500 16:20</div> <div>2.01(a) 212:11</div> <div>20 79:13 232:18</div> <div>2003 13:15</div> <div>2019 141:10 143:11 173:22 174:7 197:6 206:14 207:16 220:25 222:5,21 235:15</div> <div>2020 28:10 58:8,17</div> <div>2021 23:23 24:12 25:2,17 28:16 37:14 46:13,21 51:8 53:7 54:11,25 60:25 61:10 62:6,20 63:17 68:4,11 69:21 70:3,9 123:10 148:14 149:23</div> <div>2022 73:4 76:11 78:20 80:5 83:4 84:23 85:13 87:23 88:9 186:3 217:24</div> <div>2023 9:4 70:17 72:7 91:22 92:20 94:12 95:7 98:24 99:18 100:3 102:21 103:14 104:25 108:3 111:4 133:3,23 182:3 205:3 236:16</div> <div>214 233:5</div> <div>214-457-7260 162:7</div> <div>22 98:24 99:18 100:3 102:20 103:14 196:19</div> <div>226 233:7</div> <div>23-12825 9:11</div> <div>24 9:3 73:4 76:10 78:20 80:4 83:4 84:23 85:13 87:23 88:9 186:3 217:24</div> <div>24th 236:16</div> <div>26 75:3,12</div> <div>27 28:10 76:22</div> <div>28 76:23</div> <div>289 182:17</div> <div>290 182:18</div> <div>291 182:18</div> <div>2nd 126:11</div> <div>3</div> <div>3 58:8,17 78:4 79:11 91:2,18,24 126:12 130:7 165:12 234:4</div>	<div>3,300 16:16 17:4 22:19 195:13</div> <div>3,500 22:11,19 23:21 25:25 26:13,15 27:16 30:12 195:19</div> <div>30 79:10,12 81:7 92:20 108:3 126:23</div> <div>31 91:22 94:12 95:7</div> <div>32 81:7</div> <div>33 75:3 81:9</div> <div>3498 151:5</div> <div>3646 151:6</div> <div>38:05 86:13</div> <div>38:56 86:14</div> <div>3:03 9:4</div> <div>3M 103:12</div> <div>4</div> <div>4 18:17 70:17 72:7 75:20 79:10 98:9, 15,16 104:24 108:3 111:4 133:3,23 234:10</div> <div>4,949 176:20 181:22 182:12 183:4</div> <div>4-and-a-half 38:3</div> <div>4033 10:21</div> <div>47 175:2</div> <div>4:14 67:21,22</div> <div>4:22 67:23,25</div> <div>5</div> <div>5 17:16 140:2,5,6 204:10 206:7 234:14</div> <div>5,000 75:20</div> <div>5,500 24:13,15,19,22</div> <div>5-minute 67:15</div> <div>50 63:9 75:12 145:2 182:8</div> <div>500 140:12</div> <div>51 81:9</div> <div>524(g) 158:24</div> <div>525 169:4</div> <div>55 233:19</div> <div>6</div> <div>6 21:24,25 150:19 151:14,16 173:16</div>
--	--	--

195:17 206:5 210:3 212:10 227:22 234:18	accountability 95:4	afternoon 10:7 194:12
640 140:7 234:16	accountable 82:13 84:8 152:22	AG 214:23 216:4,9
646 150:21 234:21	accurate 14:17 22:15 71:17 123:4 195:25 208:6	agree 155:7 158:2 171:20 172:25 228:4 229:9
6:01 161:6,7	accurately 204:5	agreed 66:22,23 131:7 132:5,10,12 134:17 140:19 155:16 159:17 230:14
6:11 161:8,10	achieve 101:9,21	agreeing 155:11 225:2
<hr/>	acknowledging 132:6 187:25	agreement 12:15,20 57:25 96:19 97:3 108:17,24 117:24 118:4,9,13,19 119:13 120:7 121:19 122:4,13,20,21 123:7,9 127:5,9 128:4,16 137:8 150:20 151:4,18 152:12,19 154:12, 15,23 155:7,20,25 156:7,24 157:2,7, 12,16 158:2,14 167:9,24 170:22 171:3 179:12,16 182:21 188:12 190:6 191:14 192:8 202:14,25 203:3 204:14,17 208:23 209:9 215:5 216:19 218:3 219:10,18 222:24 223:12 225:15 227:22 234:19
<hr/>	acting 219:8	agreements 25:6,9 176:7 182:11 183:3,19 185:11,14 208:21
7 76:24 90:24 161:22,23 234:23	action 236:12,13	AGS 57:24 190:16
75 158:23	actions 169:20	ahead 40:2 113:13 142:3 214:11
75214 10:22	activist 102:11	Alan 36:5
7:25 232:5,6	activities 71:2,25	align 218:2
<hr/>	actors 103:11	aligned 217:23
8 91:5 168:17,23 173:6 186:14 235:4	actual 72:9 133:25 216:10	alleging 24:11 182:22
8/12 39:3 40:10,17 42:13 162:20 168:9	ad 48:15 57:24 174:13 175:5,22 178:23 179:4 188:25 190:11,16 192:13 222:6	Allen 43:24 227:18
85 23:17	Adam 10:8,18 68:12,17 70:2 90:6 104:11 120:8 130:19 132:16 140:16	Allen's 43:22
<hr/>	add 24:2	allowed 35:25 77:22 78:23 95:2 152:17
9 130:4 173:17,18 182:2 183:5 235:10	addition 155:4 202:16	amazing 115:22
90 23:13,17	address 10:16,20 73:25 74:5 101:17 226:6	amended 55:22 58:16,21 233:21
91 234:4	addressed 213:16	America 86:24
98 234:10	adequately 221:19	Amex 21:5
<hr/>	administrator 36:12 208:10	amount 38:2 41:7 47:15 149:14 207:22 208:8,13 209:10
A	admitted 14:19,21,23	analysis 65:4 142:9
A-1 143:22	advance 66:24	analyzing 65:17
A3 141:18	adversarial 158:8	Andy 162:15
A4 141:18	adversary 56:9 190:19	answering 123:14 152:6,12 175:16 191:12 192:24 199:20 214:7
ability 53:20 81:17 167:4 221:15	advice 89:18	answers 68:19 90:15 201:12
absence 41:22 42:9	advisable 57:25	anti-solicitation 158:22
absent 59:25 165:9	advise 120:18 158:20	
absolutely 57:17 228:11	advised 205:14	
abuse 217:25	Advocate 125:6,19,24 126:16 127:6 137:20	
abuses 102:10,19	affairs 43:14	
abusing 85:16	affiliate 147:22	
accelerated 208:3	affiliated 39:17	
acceptable 67:16 135:8	affiliates 25:7,16 37:10,18 39:10 46:21 54:14 67:6 147:10 148:16 179:11	
accommodate 11:13		

<p>anybody's 140:18</p> <p>anytime 59:5</p> <p>apologies 91:4</p> <p>apologize 24:18 37:2 140:3</p> <p>appalling 57:23</p> <p>appeal 32:23 73:16 97:22 165:11</p> <p>appealed 77:13 87:15</p> <p>Appeals 13:21 14:2 77:14,19 82:5 87:13</p> <p>appearing 174:22</p> <p>appears 11:18 91:22</p> <p>Appellate 91:19,25 94:5 234:5</p> <p>appended 138:9</p> <p>applicable 184:6</p> <p>application 188:24</p> <p>applied 42:22 57:6</p> <p>appointed 31:6,11,14 36:20 37:23 70:7 75:25 205:18</p> <p>appointment 31:9</p> <p>apprised 29:9</p> <p>approach 113:10 114:11,21</p> <p>approached 109:9 114:18 115:4</p> <p>approaching 115:13</p> <p>appropriately 96:11</p> <p>approval 59:4</p> <p>approved 44:25 46:7 158:23</p> <p>approximate 16:20 28:13</p> <p>approximated 17:5</p> <p>approximately 14:13 15:19 16:7,20 22:10,19 23:21 24:10,13,15,23 25:5, 24 26:2 27:8,16 28:4 30:5,12 34:2 42:14 58:19 59:18 60:17,25 63:9 75:20 118:2,14,19 144:10,20 145:14, 23</p> <p>approximating 197:2</p> <p>approximation 16:16 23:16,17,19 30:9 33:2 196:6,8</p> <p>April 28:10 70:17 72:7 104:24 108:3 111:4 133:3,23 205:3</p> <p>arise 69:15 167:3</p> <p>Arkansas 14:20</p> <p>arm 127:20</p>	<p>arrangements 17:22 18:4,23 19:8, 24 233:17</p> <p>article 78:4 91:24 98:16,22 99:8,18 165:12 234:4,10</p> <p>articles 73:11</p> <p>asbestos 51:16 52:8 61:19 86:24 199:3 201:4 220:24</p> <p>Ashcraft 227:19</p> <p>aspects 191:16</p> <p>asserted 56:12</p> <p>assessment 39:4 40:11,17 64:16 204:2</p> <p>assign 204:18</p> <p>assigned 64:15</p> <p>assist 19:25 42:10</p> <p>assistance 218:13</p> <p>assistants 183:24</p> <p>assume 11:7</p> <p>assuming 34:16</p> <p>attached 139:18 224:17</p> <p>attempt 94:6 124:22</p> <p>attempting 77:11</p> <p>attending 9:14 132:5,11</p> <p>attorney 29:9,14 35:8 36:4 37:9,17 39:18 54:13,21 57:2 64:15 67:5 146:13 217:4 218:9,11,20</p> <p>attorney's 189:10</p> <p>attorney-client 59:24 60:12 65:10 89:6,14 93:20 123:23 124:6 125:3 136:2,5 165:5 167:13,14,16 168:5 171:15 183:16</p> <p>attorneys 69:13 174:20 183:22</p> <p>attributed 93:4 94:3,12,24 95:6 96:11</p> <p>audio 75:14 77:7 79:14 81:11 86:18</p> <p>auspices 112:24</p> <p>authority 189:18</p> <p>authorizations 66:23</p> <p>authorized 218:10</p> <p>automatic 56:10 57:5</p> <p>Avarice 162:20</p> <p>average 146:16 147:11 148:16</p>	<p>avoid 87:19 88:15 94:6 95:3</p> <p>aware 67:8,10 69:18 135:10 143:6 154:24 189:11 190:15 198:22 199:15 200:24</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>back 44:23 49:10 60:16 67:25 75:18 76:17 111:2 137:7 141:4,18 161:10, 13 191:23 209:16 212:9 225:9</p> <p>background 13:5 179:2</p> <p>backyard 57:16</p> <p>bad 77:18 101:10 103:11</p> <p>bad-faith 72:20 101:23 102:10,19</p> <p>balance 81:22 82:9 83:13 84:5</p> <p>bank 21:6,16</p> <p>bankruptcy 9:8,9 16:18 19:6 23:23 26:17,24 27:7,18 28:8,22 30:14 31:4 36:10,23 37:6,14,24 38:12,18,19 39:13 42:18,20 45:4 49:12,14,21 56:9,19,23,25 57:11,19 58:2 60:20 64:23 65:15,20 67:2 70:9,16 72:3,20 75:17,24 76:15 77:11,12,17,20 78:6, 16,22 79:6 80:10 81:14,23 83:11,21 84:18 85:16 87:10,19 88:14 89:10,20 90:4 93:15 95:3 96:7,17,22 97:19 101:7,12,20,24 102:8 103:5,11 105:15 106:10 111:14 115:23 121:14, 16,17,21 130:15 134:2,22,24 138:21 139:4,5 146:11 147:7 148:14 149:15 150:8 152:16,17 153:9 158:6 164:11 165:2,12,21 169:20 170:17,19,24 171:2,10 172:17 173:21 174:6 176:8, 11 177:16 184:4,8 187:17,23 189:8, 16,17 190:4,19 201:21 202:6,19 203:15,19 205:8 211:16,17 215:7,21 216:9,13,16 217:16,25 219:11 224:4 227:7 235:15</p> <p>Bankrupting 98:17,25 234:11</p> <p>banner 91:23</p> <p>barred 152:11</p> <p>based 21:14 44:13 51:14 64:16 81:25 139:9 194:19 197:20 207:4 214:3 215:4</p> <p>basic 101:11,23 217:11 224:5</p> <p>basis 64:2,19 120:18 146:17 147:11, 23 149:6,13,22 192:23 225:19,22</p> <p>Bates 140:6 150:20 151:5 234:14,19</p> <p>Bayer 102:13</p>
--	---	--

<p>bear 73:20 98:8 130:3</p> <p>bears 151:4</p> <p>Beasley 227:18</p> <p>beat 198:18</p> <p>beating 124:16</p> <p>began 58:21</p> <p>begin 55:9</p> <p>beginning 13:5 162:16</p> <p>behalf 30:23 38:15 72:6 105:20 107:11 109:6,8 110:11,13 129:16 193:20 211:22 218:17 219:8 223:16 226:25</p> <p>beholder 86:11</p> <p>belief 51:14,21 57:21 64:3 216:11</p> <p>believed 44:14 76:9 80:3,7 83:5,10 84:23 85:14 87:24 94:14 95:9 101:13 103:13 147:9 149:24 153:16 154:24 224:24</p> <p>believer 57:13</p> <p>believing 78:12</p> <p>bellwether 33:2,15,18,23 34:3</p> <p>bellwethers 32:25</p> <p>beneficial 41:23</p> <p>benefit 36:7,12,15,19 39:3 41:9 42:10,15,20 47:16 121:8 186:10,13, 19 187:2</p> <p>besties 147:2</p> <p>Bible 162:20</p> <p>bill 115:23</p> <p>billion 38:4,6 39:3 40:10,15,16 96:6, 16,17 97:4 202:15,18 203:5</p> <p>billions 81:21 83:12 87:20 88:16</p> <p>bills 190:19</p> <p>binary 164:9</p> <p>bind 158:18,25 212:16</p> <p>binding 158:16 212:12</p> <p>Birchfield 109:5 110:18 113:6 114:12,17,25 129:14</p> <p>birth 178:17</p> <p>bit 67:14 86:5 91:13 94:21</p> <p>blanket 192:20 193:7</p> <p>blog 92:11</p>	<p>blow 91:13</p> <p>bona 103:8</p> <p>book 59:11</p> <p>bound 154:13 212:23</p> <p>break 11:11,14 67:15 160:18,20</p> <p>breakup 102:13</p> <p>Brewer 28:20 29:2,23 30:7,11,13,21 70:6 72:6,16 93:18,23 123:22</p> <p>Brian 12:14 192:4</p> <p>briefed 34:20</p> <p>briefing 34:25</p> <p>briefly 13:16 137:2</p> <p>briefs 53:11,14</p> <p>bring 191:23</p> <p>brought 122:4 140:17 170:18</p> <p>bunch 20:14</p> <p>burden 131:20</p> <p>business 229:12,16,18,25</p> <p>byline 99:17 100:5,11</p> <hr/> <p style="text-align: center;">C</p> <hr/> <p>calculated 176:25</p> <p>calculating 177:7</p> <p>calendar 35:18</p> <p>call 44:15 109:18 110:4 174:13 175:3 185:2 227:24</p> <p>called 10:2 35:17 44:7</p> <p>calling 38:4 112:20</p> <p>calls 47:13 115:15,20 121:23 157:19 165:5</p> <p>cancer 22:11,22 23:6 50:16 51:3,17, 18,20 52:4,12,16 61:3,18 62:7,8,13, 21,22 63:18,19,21 64:4,7 75:21 77:21 78:23 82:22 85:4 87:11 91:21 92:3 138:7,12 143:20 144:21 145:24 146:16 147:23 148:17 149:5,12,22 181:23 182:12,22 183:4,13 198:3,4,6 200:21 223:13 225:12 234:7</p> <p>cancer-related 61:22,24</p> <p>cancers 64:14 198:12,23 199:5,16 200:14,18 201:2,8,19,23 206:10,23 207:5,14,24 209:4,11 220:19</p>	<p>capacity 71:4 103:23 106:24 107:9, 12 109:7 110:13 147:20</p> <p>Capital 125:6,20,25 126:16 127:6,10 137:21</p> <p>carcinoma 144:22 145:8</p> <p>card 21:4,17</p> <p>cards 20:9</p> <p>Carolina 56:22,25 57:10,11</p> <p>carries 159:3</p> <p>Carstensen 9:15</p> <p>carve-out 170:9 215:22</p> <p>carved 57:12 169:24 170:6,20 215:14</p> <p>case 9:10 17:8 26:17 27:7,13,22,25 29:12 43:23 44:12,15,16 50:7 57:9 61:21 62:4 63:3,5 65:22 69:6 72:20 79:6 90:3 93:15 104:10 106:22 107:15 111:3 117:10,13 121:14,17,21 130:15 134:2 139:4,5 148:17 153:7 158:4 159:3 164:10 176:6 177:8,16 183:21 185:3 202:11 218:10</p> <p>cases 16:14,17 17:4,7,11 20:14 25:9, 10 27:12,15,24 30:5,10 32:11,14 33:3,7,9,16,18,21 49:24 50:9,13,17, 19,25 51:5,6,16,17,18,20 52:4,9,11, 13 65:11 69:10 115:16 144:5 147:12, 24 148:17 149:6,12,21,22 153:8,10 168:10 194:23,24 195:2,12,13,15,19, 20 196:3,13,20 197:7,9,14,15,20,23 205:2,6 220:20 222:23</p> <p>cash 82:8 84:5</p> <p>categories 180:4 198:15</p> <p>category 145:7 225:24</p> <p>causation 64:15 65:6,18 220:19,21 225:11</p> <p>caused 86:25 182:22 200:14 201:3</p> <p>caution 48:18 175:19 190:9 191:2</p> <p>CBF 162:19</p> <p>cease 71:24</p> <p>cell 110:2 162:6,10</p> <p>Center 13:14</p> <p>certainty 105:4 134:15</p> <p>CERTIFICATE 236:2</p> <p>certify 236:4,10</p> <p>cervical 62:7,13</p>
--	---	---

<p>cessation 214:18</p> <p>challenging 44:11</p> <p>change 59:17 148:18,24 149:22 185:13</p> <p>changed 101:25 188:3</p> <p>channeled 170:6</p> <p>channeling 45:9,13</p> <p>Chapter 168:18,25 169:8 185:21 186:23 235:5</p> <p>characterize 150:6,7</p> <p>charged 189:20</p> <p>charges 162:19</p> <p>chart 181:5</p> <p>chat 73:25 74:5</p> <p>check 29:8,15</p> <p>checked 174:24</p> <p>chief 90:3</p> <p>choice 78:16</p> <p>choose 53:2 54:3</p> <p>chose 80:23</p> <p>circle 117:7</p> <p>Circuit 72:18 73:17 77:14 78:21 82:4 84:2 87:12 88:10 92:12,23 93:14 95:11 103:20 104:6,23 106:9,21 107:4,14 108:7 109:13 113:23,25 116:20 129:23 133:9,22 134:2,5,10 203:14</p> <p>circuit's 107:2</p> <p>circuitously 213:9</p> <p>circumstances 10:11 59:23 63:4 159:7 217:11 221:12 230:15</p> <p>civil 31:25 55:24 82:11 84:7 98:17,25 103:7 233:24 234:11</p> <p>civil-justice 102:8</p> <p>claim 30:7,11 61:12,15 118:21 178:18 179:25 180:3,17 200:25 225:19</p> <p>claimant 44:5 62:7 109:7 165:9 204:16 218:24 220:16 225:13</p> <p>claimants 10:9 16:8 22:7,11 23:6,8 40:17 45:3 61:17 62:20 70:8,21 72:6 128:7,19 145:24 150:2 176:20 182:12 183:4 202:19 205:14 206:11,17 211:22 212:13 218:9 223:20</p>	<p>claims 15:4 16:8 19:9 20:2 22:19,22 23:21,22 24:12,16,24 25:5,14,25 26:15,17,22,25 27:5,8,16 28:5,6,7,8, 14 31:2,4 37:8 43:3 45:3 46:12,23 49:10,13,17,20,23 51:3 53:15 54:11, 16,24 55:5 56:11 58:23 59:15 60:18, 23 61:2,3,9,11 62:5 65:17 67:4 69:21 70:3 77:23 78:24 80:23 97:11 108:10 116:5 117:20 118:21 127:15 146:16 153:18 181:24 182:3 194:22 204:19 208:3,9 214:20 216:4 225:22</p> <p>clarification 108:15 120:15 141:8 142:7</p> <p>clarify 52:6 194:19</p> <p>clarifying 90:7</p> <p>clarity 51:4</p> <p>clear 15:14 31:11 60:4 90:10,17 110:9 127:23 133:8 157:24,25 163:7 186:15 189:4 198:19 219:17 221:2,4 224:14</p> <p>clearing 127:21</p> <p>clerks 13:25</p> <p>clerkship 13:20 14:3,10</p> <p>client 29:23 64:6 65:2,4 70:6 108:18 120:25 124:18,20 127:21 135:22 147:9,18 163:16 167:5 171:17 181:13 183:14 184:17 185:4 187:24 221:11 224:11</p> <p>client's 108:10 224:2</p> <p>clients 15:4,19 22:21 24:10 30:14,22 33:23 34:3 37:19 41:11,12,17,18,19, 20,21,23 42:6,10 43:3 45:17 47:21 53:6 61:22 62:12 63:15,17 64:3 65:12 68:21 73:13 79:24 80:15,20 89:3,12, 25 94:4,15 97:12 109:6,9,12 110:11, 14 113:3 124:5,25 129:16,24 138:8, 13 139:16 141:11,24 142:10,25 143:8,20 144:11,21 145:6,13 152:21 153:21 155:14 157:5 158:11,16,18,25 159:2 162:16 163:7,18,20 164:19,25 165:15,20 166:7,18,20 167:11 171:25 172:20 173:6 181:20 182:22 183:19 184:3,16 185:2,6,12,24 186:22 187:12 188:6,19 197:12 205:11 207:15 212:7 213:18 218:24 220:6,7 221:19 222:10,11,14 223:13,15,16 224:16,18 225:3 226:8</p> <p>clients' 42:3 46:12 65:17 118:21 153:18 159:5 188:2 217:20</p> <p>clip 75:14 77:7 79:14 81:11 86:6,18</p> <p>clips 90:9</p>	<p>closed 11:21 104:11</p> <p>CMOS 34:22</p> <p>co-authored 99:2,11</p> <p>co-counsel 27:19</p> <p>co-lead 227:12</p> <p>co-wrote 103:4</p> <p>coincide 211:8</p> <p>Cole 173:20 174:5 235:12</p> <p>collaboratively 158:8</p> <p>colleagues 103:22 104:23 105:14</p> <p>College 13:8</p> <p>column 180:6</p> <p>columns 131:11</p> <p>combination 29:17</p> <p>comfortable 123:13</p> <p>comfortably 149:11</p> <p>commencement 139:4</p> <p>commentary 179:24</p> <p>commit 165:6</p> <p>commitment 175:21</p> <p>committed 72:19 80:13 164:25 165:20 205:21</p> <p>committee 10:9 31:12,15 48:15 70:8,14,21 71:9,10,13,14 72:5 109:7 128:6,19 174:14,18,21 175:6,23 178:23 190:12,24 192:13,15 222:6</p> <p>Committee's 179:4 189:2</p> <p>common 19:13 36:7,12,14 39:3 41:9 42:10,15,20 47:16 49:25 66:19 69:13 133:20 186:10,13,19 187:2</p> <p>communicate 124:19 185:5,12</p> <p>communicated 105:13</p> <p>communicating 128:14</p> <p>communication 29:5 38:22 54:21 108:8</p> <p>communications 46:8 66:14 89:15 105:21,22 106:12,17 107:18 111:19 112:17 120:4 124:4,5,25 128:2 135:21 137:17 190:11 191:18 216:23 217:2 218:19,21</p> <p>Community 13:8</p> <p>companies 83:12 87:16 88:12</p>
---	--	---

<p>company 39:18 81:21 82:8 84:4</p> <p>compare 52:18</p> <p>compel 19:6,22 20:19</p> <p>compensable 198:8</p> <p>compensate 149:21 150:2 202:16</p> <p>compensated 149:13 198:24 199:17</p> <p>compensation 149:25</p> <p>complaint 27:2,10 30:23 33:6 35:22 55:22 58:16,17,21 233:21</p> <p>complaints 26:18 31:24 32:18</p> <p>complex 153:7,10 158:4 163:14 164:11,16 172:17</p> <p>complexity 153:22 164:14</p> <p>compliance 183:21</p> <p>compliant 183:20</p> <p>complied 184:5</p> <p>comply 32:4 121:6 228:8,17</p> <p>component 145:8</p> <p>composition 61:8,11</p> <p>concept 42:19 121:18 122:12</p> <p>concerns 215:15 225:14,17</p> <p>concluded 191:9</p> <p>concludes 228:25 232:4</p> <p>conclusion 157:20</p> <p>condition 112:7</p> <p>conditional 155:20,25 156:15 170:8 215:22 223:25</p> <p>conditionally 169:24 170:20 175:24 215:14</p> <p>conditions 170:10 204:23 213:12 228:15</p> <p>conduct 83:20 85:15</p> <p>conferences 34:12</p> <p>confidences 171:17</p> <p>confidential 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1,14 67:1 68:1 69:1</p>	<p>70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1 130:1,14,21,23 131:1,5 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1,2 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1 175:1 176:1 177:1 178:1 179:1 180:1 181:1 182:1 183:1 184:1 185:1 186:1 187:1 188:1 189:1 190:1 191:1 192:1 193:1 194:1 195:1 196:1 197:1 198:1 199:1 200:1 201:1 202:1 203:1 204:1 205:1 206:1 207:1 208:1 209:1 210:1 211:1 212:1 213:1 214:1 215:1 216:1 217:1 218:1 219:1 220:1 221:1 222:1 223:1 224:1 225:1 226:1 227:1 228:1 229:1,5,8,21,23 230:1,6, 20 231:1</p> <p>confidentiality 131:8 132:8 140:20 230:21</p> <p>confirm 208:5</p> <p>confirmation 42:25</p> <p>conflict 168:9,10 186:11,14 215:4 216:10 217:13 221:16</p> <p>conflicts 167:10</p> <p>confusing 19:19</p> <p>confusion 133:21</p> <p>congratulated 44:8</p> <p>connected 236:12</p> <p>connection 12:17 22:21 33:17 36:6, 14 43:2 48:7,13 52:3 53:7,14 56:9 58:22 59:14 66:15,25 70:25 77:10 105:10,15,19 106:7 141:9 146:11 167:8 177:19 179:11 189:19 199:24 214:19</p> <p>consensual 171:8</p> <p>consent 33:11 57:19</p> <p>consenting 58:2 215:19</p> <p>consideration 36:14 48:4</p> <p>considerations 221:8,10 222:20</p>	<p>considered 198:11</p> <p>consistent 17:14 143:2 228:13</p> <p>consolidated 103:6</p> <p>constantly 62:24</p> <p>constitute 101:10,22</p> <p>consult 12:6 167:22 168:7</p> <p>consultation 64:18</p> <p>consulting 64:19</p> <p>consumer 169:19</p> <p>contemplates 41:9</p> <p>content 122:7</p> <p>contested 179:21</p> <p>context 24:4 42:23 46:6,23 52:8 90:4 108:10 122:3 218:8</p> <p>continue 72:4 86:14 103:5,9 126:18</p> <p>continued 70:13 214:12 231:12</p> <p>continuously 70:15</p> <p>contributed 47:20</p> <p>control 53:20 150:9 187:16 188:5 216:15</p> <p>Controversial 91:20 92:2 234:6</p> <p>conversation 109:4 112:7,19 113:5, 11,14 115:8 137:4 146:24 205:23</p> <p>conversations 38:24 39:16,22 46:16,19 47:9 69:19,25 118:14,20 119:9,21 136:16 152:2 192:10</p> <p>converted 208:2</p> <p>convey 142:24 146:12</p> <p>conveyed 105:25</p> <p>copy 120:10 229:11 230:2</p> <p>corner 58:7</p> <p>corporate 101:9,22 102:15 103:4</p> <p>corporation 79:17</p> <p>corporation's 102:14</p> <p>corporations 81:15 82:19 84:25 87:9 94:25</p> <p>corpus 204:19 205:16</p> <p>correct 14:12 17:12 21:16 23:25 68:24 71:2,3,6,11,20 72:14,25 74:25 80:6,10,16,18 81:4 83:6,9,18,24 84:13 87:24 88:4,7,18,20,23 92:24 93:2 96:22,25 99:15 103:16 134:7 136:4 137:9 141:3 154:13 162:7,8</p>
--	--	--

<p>170:8 171:3 196:5,14,21 197:9,15,21 198:15 202:7,20 203:10,11,15,16,21 204:10,24 206:12 207:24,25 208:10, 13 210:15,19 211:6,17,19,21,23 213:13 217:8 228:19,21 230:7</p> <p>correctly 94:11 95:6</p> <p>correlation 129:20</p> <p>counsel 9:18 12:10 26:8,24 27:6,24 30:18 34:7 38:5 43:18 47:25 48:16 49:21 53:16 54:7 57:23 59:20 60:5,9 71:10,14 74:3 105:24 106:14 109:7 127:16 174:14 175:5,6,22,23 178:22 179:5 181:4 189:2,18 190:4,11,19 214:14,18,22 219:10 220:4 236:14</p> <p>counsel's 189:2</p> <p>count 27:15 140:12</p> <p>countenance 21:4</p> <p>County 13:7</p> <p>couple 63:10 185:17 193:14 206:2 214:3 221:23 222:3</p> <p>court 9:9,20,22 13:21 14:2 17:8,17 21:3 32:3,11,14 33:11 34:12,23 35:4, 10,16 49:14,17,20 50:4,12,17,20,25 51:6,11,19,21 52:10,13,17 53:12,15, 19 54:24 55:18 57:16 59:25 66:22 74:13 75:6 77:3,14,19,24 78:25 79:25 80:15,21,25 82:5,6,23 84:3 85:4 86:15 87:13,14 88:11 90:3 91:16,19, 25 94:5 95:16,18 97:19 98:14 120:16 121:6,11 123:18 136:11 140:4 153:9 154:8 158:6 165:11,12 167:17 170:23 175:14 176:11 189:11,18,22 191:7,22 196:14 215:21 216:3 234:5</p> <p>Court's 32:4 121:7</p> <p>Court-ordered 36:12 106:23</p> <p>courts 26:3 32:12 103:9</p> <p>cover 31:25 188:12</p> <p>covered 48:9,18 154:6 161:17 171:15 189:3 192:13 207:18 219:15</p> <p>covers 176:5 192:23</p> <p>create 172:18</p> <p>credit 19:12 20:9 21:4,5,17,18,19</p> <p>creditors 76:2</p> <p>critical 191:16</p> <p>crop-sciences 102:14</p> <p>Curiam 127:9 137:21</p> <p>current 37:22 38:3 40:5 41:8 45:25</p>	<p>204:24</p> <p>cut 32:8 37:25 218:15</p> <p>cynical 94:6</p> <hr/> <p>D</p> <hr/> <p>daily 177:4</p> <p>Dallas 10:21 13:10</p> <p>damages 44:2 55:23 233:23</p> <p>Dan 162:23</p> <p>dangerous 82:10,14 84:6,9</p> <p>Darren 29:19</p> <p>data 177:22</p> <p>database 183:14 184:17</p> <p>date 9:3 18:6 22:8 30:17,19 55:13 56:3 72:10,12 92:5 98:20 140:10 150:24 162:2 168:21 173:24 178:17, 18</p> <p>dated 91:21 211:2</p> <p>Daubert 28:9,16,17 29:24 34:25 35:5,9</p> <p>day 63:11 65:19,20 79:25 80:15,21 85:4 87:7 92:12,19,21 93:14,19 100:11 134:13 148:24,25 150:12 159:3 162:24 164:8 166:15 185:3 194:17 201:15 211:3 226:25 231:9 232:17 236:16</p> <p>day-to-day 43:13</p> <p>Daylight 9:5</p> <p>days 204:4 229:13,18,25</p> <p>DC 14:20</p> <p>dead 198:18</p> <p>deal 37:25 38:6 41:10 69:14 108:20 162:15 167:3 216:14</p> <p>dealing 59:4,5 140:24 144:5,14,19 187:22 188:15</p> <p>dealings 69:17</p> <p>dealt 78:15 150:11</p> <p>Deane 9:15 17:15 18:17 21:24 55:17 56:7 58:10 60:16 90:24 91:4,12 95:23 97:23 98:7 100:18,20 102:25 103:17 130:2 140:15 141:7,14 142:20 143:13 150:17 151:7 161:20 168:14,15 173:15,25 176:17 178:6,13</p> <p>death 178:18</p>	<p>deaths 87:2</p> <p>debtor 22:15 47:2 57:23 155:16 188:17,24 190:18 220:5 226:25</p> <p>debtor's 17:19,25 18:20 22:5 165:16 208:16 233:13</p> <p>debtors 169:4 186:24 208:15 222:8</p> <p>debtors' 163:22 165:2,21 169:7,18 173:5 228:13</p> <p>decade 152:20</p> <p>decades 44:20,21,22</p> <p>decide 86:23 166:21 187:17</p> <p>decided 82:20 85:2</p> <p>decision 28:10,17,18 29:25 45:17,18 72:17 103:21 104:6,24 106:10,21 133:10,22 134:3,6 159:5 212:24 214:25 215:2 221:22 223:21</p> <p>Declaratory 55:23 233:22</p> <p>defendants 103:5</p> <p>defense 38:5</p> <p>define 61:15 160:10</p> <p>delve 15:13</p> <p>denial 91:10</p> <p>denying 82:22 85:4</p> <p>department 218:19</p> <p>depend 163:22 202:11</p> <p>depending 63:23 148:23 162:17 177:4 217:10 223:25</p> <p>depends 160:9 165:16 166:14,17 171:22 173:3 185:14 200:17 201:10 204:3 223:4,8</p> <p>depos 51:11</p> <p>deposition 9:6,12 12:3,6 38:8 50:3 120:12 130:7,10 163:5 227:5 228:25 232:4 236:5</p> <p>depositions 10:25 31:17 33:16 51:7 52:2,21 53:6 229:7 230:15</p> <p>describe 13:16 64:24 122:18</p> <p>deserve 94:10</p> <p>design 223:22</p> <p>designate 52:10 229:4,8 230:6,19</p> <p>designating 229:20</p> <p>designations 230:22</p> <p>desire 216:2</p>
---	---	--

<p>desperate 162:15</p> <p>detail 62:9 197:18</p> <p>details 27:21 45:23 155:3,8 158:3,7 180:13 224:12</p> <p>determine 62:19 64:13 125:10 138:7,12 139:15</p> <p>determining 77:15</p> <p>developments 29:11 148:23</p> <p>devil 155:7</p> <p>diagnostic 143:21 144:11</p> <p>dial 109:25</p> <p>did-you 146:20</p> <p>did-you-not 146:21</p> <p>differ 184:10</p> <p>differences 40:24</p> <p>differently 20:17 222:10</p> <p>differing 207:8</p> <p>difficult 224:8</p> <p>direct 60:12 224:5</p> <p>directed 19:21</p> <p>Directing 17:20 18:2,21 233:14</p> <p>direction 177:23</p> <p>directions 179:20</p> <p>directive 120:15</p> <p>directly 12:20 175:24</p> <p>disagree 136:7 152:18 204:2</p> <p>disagreed 40:21</p> <p>disallow 189:20</p> <p>disclose 17:21 18:3,22 19:23 20:20 21:14 48:20 59:23 123:25 124:10 135:24 136:6 137:10 151:25 167:10 171:16 175:13 192:10 233:15</p> <p>disclosed 43:7 141:22 189:21</p> <p>disclosing 21:4 125:5 138:16 144:4</p> <p>disclosure 19:6 59:7 136:2 141:10 179:15 221:21</p> <p>disclosures 219:15</p> <p>discovery 33:4,7,17,21 54:3</p> <p>discretion 208:9</p> <p>discuss 114:21 116:3 121:10,14,18 122:11 123:19,21,24 127:4,8,13 136:12,20,24 137:11,19 216:17</p>	<p>discussed 114:11 190:23</p> <p>discussing 25:25 119:20</p> <p>discussion 48:11 122:9</p> <p>discussions 12:22 38:16 54:12 71:9,13 103:21 104:5,22 106:8,22 116:4 151:25 190:4 192:11,12 209:10 219:6</p> <p>disinterested 236:8</p> <p>dismay 111:25 113:10</p> <p>dismiss 203:14 215:16</p> <p>dismissal 70:16 72:2,10,12 104:15, 17,24 105:16 106:21 107:5,15 109:12 113:23 114:2 117:12 121:13,17 129:22 132:24 133:3,7,9,23,24,25 134:5,9,23 139:3 203:15 211:15 215:7,12</p> <p>dismissed 72:20 75:17 76:16 77:13 78:6 79:7 93:14 106:11 111:3,15 201:21 202:6</p> <p>disposal 114:7</p> <p>disposed 159:4</p> <p>dispositive 165:10</p> <p>dissolution 72:13</p> <p>distinct 102:15 143:8 223:20</p> <p>distinction 215:20</p> <p>distinctions 207:3,7</p> <p>distress 81:16 87:17 88:13</p> <p>district 9:10 15:8 26:3</p> <p>divisions 217:9</p> <p>docket 27:3 34:21 43:13,14 109:13 112:4,24 169:3,4 176:12 183:22 189:4,5,7,8 222:19</p> <p>dockets 69:14</p> <p>doctors 201:11</p> <p>document 17:18,24 18:9,12 24:5 55:21 56:6,8,17,18,19 58:7 63:12 91:18 92:8 100:8,23 111:9,17 119:25 121:9 130:5 132:21 150:19 151:3,8 152:13 153:15 155:11 159:8 168:17, 25 170:12 173:18 174:3,9 184:11 206:7,20 207:11 208:19 212:12 233:12,19 234:18 235:4,10</p> <p>documentation 36:11</p> <p>documents 31:24 32:17,20 114:5 198:5</p>	<p>DocuSign 151:10</p> <p>Dodge 91:20 92:2 234:7</p> <p>dollars 81:22 83:13 87:20 88:16</p> <p>door 11:21 65:23</p> <p>draft 36:17 107:10 120:22</p> <p>drafted 24:5</p> <p>drafting 35:21</p> <p>drafts 135:17</p> <p>dragged 57:18</p> <p>drill 33:14</p> <p>Drive 10:21</p> <p>dual 68:14,20 69:3,12</p> <p>Due 153:22</p> <p>duly 10:3</p> <p>dynamic 178:4 190:15</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>e-mail 132:5 185:6</p> <p>e-mails 140:21</p> <p>earlier 52:7 129:11 163:4 193:24 196:18 197:6 209:15 214:16 227:5</p> <p>early 30:24 117:4</p> <p>Eastern 9:5</p> <p>echo 37:2</p> <p>economics 41:2</p> <p>education 13:6</p> <p>educational 13:5</p> <p>effect 115:3 116:16 228:6</p> <p>effectively 225:21</p> <p>efficient 159:21</p> <p>effort 138:6,11 139:14 183:11 184:14</p> <p>efforts 32:4</p> <p>EIF 41:9,23 42:7,21 47:17</p> <p>elaborate 49:15</p> <p>elapsed 118:3</p> <p>elected 214:23</p> <p>electronically 18:5 56:2 92:4 98:19 140:9 150:23 161:25 168:20 173:23</p> <p>else's 41:20</p>
---	---	--

<p>emotions 93:13</p> <p>employees 63:10</p> <p>employment 13:17</p> <p>employs 63:8</p> <p>enacted 81:13</p> <p>encompass 20:23</p> <p>end 102:25</p> <p>endometrial 180:24</p> <p>engage 36:23 43:4 54:12 185:4</p> <p>engaged 29:24 37:15 54:20 68:22 127:25</p> <p>engagement 176:6 183:8,12 184:15</p> <p>engaging 219:18</p> <p>ensure 94:8</p> <p>enter 33:4 57:25</p> <p>entered 96:21 123:9 231:3</p> <p>entering 123:21</p> <p>entertain 110:11 112:3</p> <p>entire 229:4,20 230:20</p> <p>entirety 70:19 169:13</p> <p>entities 57:6,12 102:16 170:2</p> <p>entitle 150:19 234:18</p> <p>entitled 15:5 17:19,24 18:20 55:21 57:14,15 81:25 91:24 98:16,24 151:3 168:17,25 173:18 174:3 205:15 233:12,19 234:4,10 235:4,10</p> <p>entity 59:5,6,12 127:19</p> <p>enured 36:19</p> <p>epithelial 145:8 180:25 198:7 220:20</p> <p>essence 205:24</p> <p>essentially 12:5</p> <p>establish 121:3</p> <p>established 57:9 202:13 203:9 211:14</p> <p>estimate 159:25</p> <p>estimation 177:14</p> <p>ethics 167:22 168:7</p> <p>evade 101:8,20</p> <p>evaluated 143:19</p> <p>evaluation 42:5</p>	<p>evening 194:13 213:22</p> <p>events 65:7 171:22 173:3</p> <p>evidence 200:13 201:9 225:10,20</p> <p>evil.' 162:21</p> <p>evolving 207:20</p> <p>exact 160:15</p> <p>examination 10:5 191:9 194:7 214:12 226:22 233:3</p> <p>examined 10:4</p> <p>exceed 96:5,15</p> <p>exchange 66:21 161:24 162:5 177:20 234:24</p> <p>excluded 141:11 143:11 197:24</p> <p>exclusion 206:13</p> <p>Excuse 74:8</p> <p>executive 31:12</p> <p>exhibit 17:23,24 55:20,21 91:2,18,24 98:15,16 130:7,22 131:9 132:2,14 139:23 140:2,5,6 143:22 150:19 151:14,16 161:22,23 163:3 168:17,23 173:6,17,18 176:15 178:10 182:13 183:5 197:8 207:23 209:19 210:3,17 227:22 233:12,19 234:4,10,14,18,23 235:4,10</p> <p>exhibits 206:8 233:10</p> <p>exigent 230:14</p> <p>exist 104:18 170:11 172:16</p> <p>existed 59:24</p> <p>existence 133:5</p> <p>expected 10:12</p> <p>expenses 36:5 69:6</p> <p>experienced 173:14</p> <p>expert 63:24 167:22</p> <p>experts 43:4,6 44:13,14,16 52:10 64:14,18 65:25 168:7 201:18 220:22</p> <p>exposure 62:2,3 63:22 200:15 201:3,5</p> <p>express 146:8 147:3,8</p> <p>expressed 163:5 217:24 228:18</p> <p>extend 56:10</p> <p>extensive 58:24</p> <p>extent 66:13 89:5,14 121:23 123:4 171:13 175:8 176:8 188:11 219:14</p>	<p>extremis 53:5</p> <p>eye 86:11</p> <p>eyes 94:22</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>facilitating 153:17</p> <p>facility 19:12 21:19</p> <p>fact 79:20 202:6 222:14</p> <p>factually 220:14</p> <p>failed 38:10 49:8</p> <p>fair 25:12 46:17 49:4 71:15 72:21 82:23 85:4,23 86:4 97:5,10 100:6 118:7 131:16 132:17 135:16 149:2 157:3 159:20 163:9,23 164:4 165:17, 22 166:8,13 222:25 226:10</p> <p>fairly 96:10 110:3 113:17 121:9 149:4,12,21 150:2 185:24</p> <p>faith 77:18 101:10 103:11</p> <p>fall 143:21 225:23</p> <p>falling 145:7</p> <p>fallopian 63:18</p> <p>familiar 10:24 45:8,18 56:17,18 74:18 92:7,9 174:12,23 182:24 184:12 204:8,21 231:3</p> <p>fan 73:2 217:18</p> <p>fashion 90:2</p> <p>fast 74:20 86:12 133:15</p> <p>favor 40:9 188:6 227:8</p> <p>FCR 177:21 205:18</p> <p>FCR's 205:25</p> <p>FCRR 236:21</p> <p>Fears 14:6 15:3,23 16:3 22:10,20 27:6,9,18 28:5,14 29:24 30:6,10,22, 25 184:16,17</p> <p>features 47:18</p> <p>February 98:24 99:18 100:3 102:20 103:14 114:3</p> <p>Federal 77:24 78:4,25 80:24 91:19, 25 234:4</p> <p>fees 12:17,24 69:6 175:22 189:2,10, 20 190:17</p> <p>Feinberg 103:22 104:5,22 105:9,14, 21,25 106:9 177:21</p>
---	---	---

Ferrara 9:21 236:4,21

fervently 83:6 87:23

fide 103:8

fight 87:6

figure 34:17

file 25:10 27:12,22,25 31:20,23 32:3, 4,5,11 50:4,9 64:16 69:2 81:23 87:9 135:10 176:10 187:17 189:9,17 201:22 215:18

filed 9:8 16:8,14,17,21 17:5,7,11 19:5 22:19 23:22,24 24:9,22 25:25 26:2,18 27:5,16 28:5,9,14,16 30:5,22 32:19 37:14 40:18 41:8 43:3,23 49:8,13,17 50:17,20,25 51:3,5,6 52:9,18 53:22 55:5 56:23 58:8,17 61:11 62:5,12 77:21 78:16,23 84:19 130:15 133:15, 16 134:19,22 148:14 149:15 150:8,9 152:17 153:11 155:17 168:10 169:3 185:22 187:24 188:4,24 190:17 194:23 195:13,15 196:13,16 211:9 216:13,16 217:18 220:5,8 222:5,8 224:4 225:18

files 28:2 54:5 62:24,25

filing 16:18 24:20 26:16,24 27:7,18 28:8,22 30:6,11,15 31:3,4 32:17 33:6 36:10,23 37:6,24 38:3,19 39:13 41:5 49:6,12,14,22 53:11,14 58:20 60:20 64:23 65:16 67:2 68:19 70:10 72:21 73:16 77:18 80:9 96:22 133:12 134:24 138:21 177:15 196:4 202:5 205:7 211:16 215:15

final 135:18 229:10 230:2,21,22

finally 11:17

financial 81:16 87:17 88:13 103:8 143:7

financially 101:6,19

financing 19:23 137:22

find 178:6

finding 75:24 87:16 88:12

fine 11:10 15:18 16:5 128:25 130:20 159:11,18 198:21

fingertips 26:6 30:17 62:15 145:12 180:14 197:18

firm 12:20,21 14:4,5,25 15:20,21,24 16:9 17:6 19:11,14,22 21:18 22:10 24:24 25:8 26:23 27:9,17,20 28:21 29:21 31:22,23 32:19 35:8 36:4,9 38:9 43:9 44:4 49:10,20 51:7,25 52:22 53:5,11,14,16 54:20 55:3,9

57:13 58:15,21 59:13,19 60:18 62:5 63:8 64:25 65:8 66:5,7,9 67:2 68:9, 22,23 75:19 92:23 99:14 137:22 143:8,25 176:19,25 177:2,6 178:11 179:4 180:4 182:4,20 185:2 217:4,5, 10 222:23

firm's 60:24 61:9,12 92:11 93:4,6 183:14

firms 17:21 18:2,22 19:7,14 22:6 227:12 233:15

fits 187:25 217:20 221:6

flattering 74:21,25 86:8

floated 116:8

floating 122:17

flurry 54:2

flush 82:8 84:4

flying 177:22 179:20

focused 19:19

focusing 102:17

foisting 225:21

folks 132:11 229:13

follow 59:8 131:21 166:21 224:10

follow-ups 17:2 221:24

force 136:9

form 29:5 47:3 61:13,14 62:21 72:8 76:12 79:3 80:11,17 81:2,3 83:8,15, 17,23 84:11,12 85:7,9,19,25 86:3 87:25 88:3,17,22 89:23 90:2 93:7,8, 16 94:18 95:12,13 96:24 97:7,9 99:22 100:13 101:15 102:2,22 103:15 106:4 110:22,24 112:14,15 116:18 123:12 124:13,14 126:2 128:21,25 137:25 139:6,12 146:4 148:2,4,19,21 149:17 150:4 155:18,19 156:19,21 157:9,19 163:11,12,25 164:3 165:24,25 166:10,12,24 167:19 168:2,4 169:22 172:3,5,9 173:7,8 174:15 175:7,18 179:13 180:7,19 181:8 182:20 184:19,21 186:5,7,9 187:5,7 188:9 190:8,25 195:4 197:16 199:7 200:16 201:25 202:9,22 203:23,25 206:18 208:24 209:13 211:18 212:3,18,20,22 213:4,14 215:9,11 218:5 219:4 220:11,12 223:3,18 224:22 225:6 226:2,3,11,13

format 47:12 54:7

fortune 165:18

forward 25:10 63:3 69:7 74:20 75:3

76:22 77:16 79:10 81:6 86:21 94:7,16

forwarding 86:13

fought 97:21

foundation 96:24 126:3 148:21 149:17

frame 50:24 135:12 143:9

frank 21:10 47:5 110:10 217:17

frankly 57:22 129:18

free 132:16

French 194:10

fresh 81:17

front 11:23 30:3 34:6 55:14 62:10 119:25 121:9 144:24 145:17 206:21

full 10:14,19 59:3 101:5 109:4 110:16 221:21

full-time 13:9,12

fully 110:18

fund 36:7,15 47:15,17 97:4 186:19 187:2 202:15,18

fundamental 191:12

funding 17:22 18:3,22 19:8,16,20 20:5,13,23 42:10 96:19 97:3 121:19 122:4,13,21 123:9 202:14,25 203:3 233:16

future 166:18 167:2 171:23 173:4,9 187:10 202:2 204:16,19

G

game 82:23

Gary 106:23

gatekeepers 187:20

gave 10:15 48:4 73:4 91:3 146:6,7 180:8

general 19:12 21:6,19 42:18 49:25 50:11 57:2 65:8 66:20 68:25 69:2,11 71:21 89:9,24 90:5 93:24 119:18 124:19,23 138:15 143:6 144:3,13 148:22 152:15 153:3,8 154:19,21 157:2 166:4 168:6 169:15 183:15,17, 18 184:11,12 185:5 190:20 211:7 218:10,12 221:17 222:17 223:21

General's 218:20

generally 32:2 43:12 47:8,12 49:23 61:20 65:21 68:15 71:16 80:12 112:21 135:8 144:18 177:18 189:11

<p>198:3</p> <p>generated 178:3</p> <p>gents 162:24</p> <p>Gerel 227:19</p> <p>Gibbons 60:8</p> <p>give 10:25 63:6 148:7 209:7</p> <p>giving 80:22 224:9</p> <p>goal 25:11 32:3 78:5 79:5 124:22 157:12 186:3 188:18</p> <p>good 10:7,10 11:17 57:4 75:22 194:12 196:19 213:22 231:7</p> <p>Gorwitz 99:3,10,13</p> <p>govern 165:9</p> <p>government 55:4</p> <p>governmental 57:6,12 59:12 127:19</p> <p>grab 162:22</p> <p>grade 126:11</p> <p>graduated 13:11,14</p> <p>graduating 13:17</p> <p>graduation 126:11,23</p> <p>granted 20:19 21:13</p> <p>granular 64:21</p> <p>grateful 94:4</p> <p>great 10:18 50:6 162:24</p> <p>greedy 162:19</p> <p>Group 14:7 15:2,23,25 91:23 135:23</p> <p>groups 190:16</p> <p>guard 103:9</p> <p>guess 20:16 24:14 130:12 145:4 174:13 194:12 196:9,11 205:23</p> <p>guessing 26:8 31:5 196:15 197:2</p> <p>gynecological 62:2 198:11,23 199:5,16 200:14,18,21 201:2,8,19,23 206:9,23 207:24 209:3,11 220:18 225:12</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>H1 182:13 197:11 198:2</p> <p>Haas 117:16 119:10,21 120:5 136:21</p> <p>half 38:2 41:7 45:24</p>	<p>hand 78:15 150:11 236:16</p> <p>handle 27:4 51:16 218:20 222:23</p> <p>handled 35:24</p> <p>handles 222:13</p> <p>handling 43:13 69:6</p> <p>hang-up 47:11</p> <p>happen 166:15 171:22 173:4,13 188:22 224:3</p> <p>happened 113:6 192:20</p> <p>happening 89:10</p> <p>happy 26:7 30:17 34:6 43:17 47:25 52:24 53:25 55:14 93:17 121:6,10 123:17 126:13 136:10 154:7 167:17 175:13 191:6</p> <p>hard 105:6 115:17</p> <p>harder 105:11</p> <p>Hartley 194:10</p> <p>Harvard 44:17</p> <p>Hastings 173:19 174:4 235:12</p> <p>head 29:18 206:25</p> <p>heading 91:18 99:5</p> <p>hear 76:6 178:24</p> <p>heard 37:2 78:9 82:23 85:5 114:17 190:22</p> <p>hearing 35:5,10 116:14</p> <p>hears 75:7</p> <p>heart 95:10</p> <p>heavily 117:5</p> <p>heels 135:14</p> <p>held 82:13 84:8</p> <p>hereunto 236:15</p> <p>Hey 77:20 82:7 90:6</p> <p>high 13:6 77:9</p> <p>high-level 116:9</p> <p>higher 13:6</p> <p>Highly 130:14</p> <p>hired 44:15</p> <p>history 13:11 172:18</p> <p>hit 75:5,11</p> <p>hoc 48:15 174:14 175:5,23 178:23 179:4 188:25 190:12,16 192:13 222:6</p>	<p>hocs 57:24</p> <p>Hofmeister 12:14,16 16:10 59:21 66:12 67:7,9 76:12,19 79:2 80:11,17 81:2 83:7,15 84:11 85:6,24 87:25 88:17,21 89:4,13,21 93:8 95:12 97:8 100:13 101:15 102:22 104:9,14 107:23 108:13 110:21 116:19,24 120:8,21 121:22 125:7 128:20 129:2 135:25 137:6,24 139:25 142:6 146:2 148:3,20 149:16 151:19,24 152:5 154:14 155:18 156:20 157:18 159:24 160:7,17,21,23 161:3 163:10 164:2 165:4,25 167:12,18 168:3 169:21 172:2 173:8 174:15 176:2 179:14 184:20 186:6 187:3 188:10 190:13 191:4 192:3,4 193:9 195:3 201:24 202:8 203:22 205:17 208:24 209:5 210:23 212:17 213:3,14 215:8 216:21 218:4 219:3,13 220:10 224:21 226:3,12</p> <p>Hofmeister's 12:25</p> <p>hold 57:21 87:5 121:22 149:9 159:24 198:9</p> <p>holding 160:3</p> <p>home 10:16,20 160:8</p> <p>hope 57:7</p> <p>hopeful 75:16 76:14 77:19 78:21 82:4 83:25 87:12 88:10</p> <p>horse 198:18</p> <p>hostile 112:17 113:17</p> <p>hotly 179:21</p> <p>hour 67:14</p> <p>hours 115:24 126:12 134:22</p> <p>Houston 13:14,18</p> <p>hundred 63:10</p> <p>hundreds 81:21 83:12 87:20 88:15 164:6 197:4</p> <p>hypothetical 202:11</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>I's 24:20</p> <p>idea 33:7 57:17 144:14 153:3 157:2 163:15 164:17 172:15 187:11 188:18 210:22 211:8 212:6 213:16 216:13 217:16 226:6</p> <p>Ideally 187:14</p> <p>IDENTIFICATION 233:10</p>
--	--	---

<p>identified 33:8 47:15,16,17 60:21 154:4 182:13</p> <p>identify 12:12 144:7 193:16 227:6,9</p> <p>II 9:25 10:20 39:23 40:5 41:8 48:11,13 90:5 133:12,16 177:20 211:17 215:13</p> <p>imagine 43:16 53:19 112:18</p> <p>Imerys 37:24 38:12,18 39:12,19 41:3 44:23,24 45:12 46:7,24 47:14,19 48:7,13,25 49:5 146:11 183:25 227:8,13</p> <p>immediately 13:13</p> <p>implemented 138:14 171:10</p> <p>implications 143:7</p> <p>important 29:11 73:11 220:16</p> <p>imposed 228:5</p> <p>impossible 63:13 223:6</p> <p>impressive 44:10</p> <p>improve 11:5</p> <p>in-person 71:5</p> <p>include 77:25 102:13 131:25 181:19,21 198:10 206:8,10 220:25 223:22 224:18 225:3 231:13</p> <p>included 29:22 198:2 206:14 207:16 215:13 222:5</p> <p>includes 207:13</p> <p>including 19:7 38:5 74:2 82:19 84:25 97:11 191:18 204:16 225:4</p> <p>inclusion 181:4</p> <p>incur 12:25</p> <p>individual 109:11,13 110:13,14 112:3,24 113:3 129:16 225:13</p> <p>individually 109:8 165:8 220:17</p> <p>inevitability 187:23</p> <p>inevitably 216:14</p> <p>inform 109:17</p> <p>informal 16:4</p> <p>information 25:13,22 26:5 30:2 34:5,8 48:20 52:24 54:5 62:14 123:25 124:10 125:5,19,21 144:23 145:11,16 175:10 177:21 178:12,21,22 179:3,10 180:5 181:3,7 197:17 224:17</p> <p>informed 93:23 109:14 221:22</p> <p>informing 110:15</p>	<p>inhalation 62:3</p> <p>initial 178:16</p> <p>initiated 26:25</p> <p>injunction 45:9,13 56:11 57:5</p> <p>injured 87:3</p> <p>injuries 24:11 82:2</p> <p>injury 52:14</p> <p>inquiries 205:11</p> <p>insolvent 81:16</p> <p>instance 79:18 226:9</p> <p>instruction 144:2 214:16</p> <p>intake 65:4</p> <p>integrated 204:23</p> <p>integrity 102:7</p> <p>intend 49:7</p> <p>intended 81:20 82:21 83:11 85:3</p> <p>intending 127:14</p> <p>intense 54:2</p> <p>intensified 37:21</p> <p>intensive 33:6</p> <p>intent 81:14 110:10 167:5 228:8,12,17</p> <p>intentional 24:7</p> <p>interaction 105:3 117:11</p> <p>interest 167:11 168:9,11 215:5 216:10 217:13</p> <p>interested 21:3 38:25 44:12 47:7,10 236:11</p> <p>interests 42:4</p> <p>interfere 221:14</p> <p>interject 210:2</p> <p>internal 103:8</p> <p>intervention 165:10</p> <p>interview 73:5,24 75:4 76:23 79:13 81:8 89:2 186:3 218:8</p> <p>interviews 73:10</p> <p>introduce 90:13</p> <p>introduced 18:4 55:25 92:4 98:18 140:8 150:22 161:24 168:20 173:22 204:9 209:19</p> <p>inventory 24:25 25:15 28:6,15 37:8</p>	<p>49:11 60:19,24 61:9,12 194:23</p> <p>investors 102:12</p> <p>invoked 131:23 191:11</p> <p>involve 121:24 171:2</p> <p>involved 45:13 53:21 117:6 130:17 155:3 216:9</p> <p>involvement 30:24 31:2 56:21 105:20 106:8</p> <p>involves 66:13 89:5,14 179:15 216:22 219:14 221:9,10</p> <p>involving 127:18 219:19</p> <p>issuance 93:9 153:23</p> <p>issue 48:19 69:4 84:15 97:21,22 101:17 120:9 184:2 199:19 221:5</p> <p>issued 28:18 29:25 42:13 72:18 92:12,23</p> <p>issues 120:14 153:24 154:2,3,6,23 156:25 163:13 164:16 167:3 172:15 188:15 207:17 213:15 220:2 221:7 223:20 228:10 231:6</p> <p>iteration 35:21</p> <p>iterations 184:10</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>J&j 91:20 92:2 94:6 116:5 135:9,10 170:23 182:23 219:8 234:6</p> <p>J&j's 96:5,15</p> <p>January 91:21 92:20 94:12 95:7 108:3 133:22</p> <p>Jersey 9:10 15:8 26:3 56:20</p> <p>Jim 38:20</p> <p>JJCI 96:20</p> <p>Joan 9:20 236:4,21</p> <p>job 73:12 152:24 221:11</p> <p>Joel 106:24</p> <p>Johnson 15:5,6,16 25:7,15,16 37:9,10,17,18 38:16 39:9,10,17 46:10,20 51:7,8 52:2,21,22 54:13,14,22 55:5,11,12 58:23 59:15 66:8,10 67:5,6 68:5,11 69:20 70:2 75:23 76:2,3 77:16 80:8 82:20 83:20 84:25 85:14,22 87:8 88:20 89:19,20 95:2 96:19,20 97:3,4 103:12 142:23 146:13,14,15 147:9,10,21,22 148:15 149:25 171:3 179:10 187:16 190:3 191:19 214:20</p>
---	--	--

Johnson's 83:20 85:15 149:25
Jones 226:25
judge 13:23 28:9 29:25 35:17 56:25
 57:4,10 78:3,4 134:9 165:12
judge's 184:7,8
judges 187:19
judgment 221:15
jump 193:18
jurat 231:13
jurisdiction 14:22 58:2
jury 82:24 85:5 94:8,16
justice 82:11 84:7 94:9,17 98:17,25
 234:12

K

Kaplan 56:25 134:9
Kelly 28:20
Ken 103:22
kind 47:10 219:18 230:14
kinds 179:19
knowledge 22:16 35:8,12 51:9
 125:14 141:9 179:23 182:14 183:2,6
 203:4
Kyle 60:8

L

language 215:22,25
larger 98:10
largest 76:2
late 159:14,15 211:2
law 13:13,14,15,18 14:7,19,22 15:2,
 23,25 17:21 18:2,21 19:6 22:6,10
 27:20 57:9 63:8 66:3 91:23 135:23
 176:18 178:11 233:15
law.com 98:24
laws 59:2 81:13,14 82:11 83:11 84:7
 87:19 88:14 95:3 152:16
lawsuits 91:21 92:3 96:4,14 234:8
Lawther 10:21
lawyer 73:12 98:23 99:13 100:5
 156:2 157:21 222:18

lawyers 27:4,12 29:21 33:20 34:21
 43:12 51:11,25 52:25 63:9 64:8
 115:23 148:6 176:9 183:23 189:9
 190:5 222:22

layers 183:21

lays 208:17

lead 27:9,12,23 28:2

leadership 31:7,10 35:24 36:18
 37:23 39:23

leadership-anointed 36:20

leaf 159:12

learn 111:22 190:3

learned 124:10 190:22 199:24

leave 86:10

left 14:10 24:6 160:5 208:8

legal 10:15,19 16:4 89:17 137:23
 157:19,20 175:22 183:23 217:13

Legalcast 73:6 74:17

legislation 187:18

legislative 84:14

legislature 101:17

legitimate 101:9,21

letter 184:15

letters 183:9,12 185:6

level 64:21 77:10 181:6 217:12

Lexitas 9:17,21

liabilities 88:15 97:5

liability 15:7 44:2 87:19 96:5,15
 101:8,21

liberty 59:22

lifetime 152:24 187:13

Likewise 50:8

limitations 66:2

Linda 13:25

lines 48:21

list 49:3 181:19 197:19 224:16

listed 195:18

listen 34:20

listened 80:4 83:5

listening 112:6

listing 197:7,12 198:2

literature 200:25 201:13

litigate 25:11

litigating 169:25 216:3

litigation 15:5 19:7 20:7,24 53:8,19
 55:11 57:15 66:20 68:18 71:8 78:2
 103:7 117:6 152:21

litigations 15:14

living 84:17

LLC 9:8 168:19 169:2 235:7

LLP 173:20,21 174:5,6 235:12,14

load 124:15

loaded 124:15

log 136:8

lone 117:14

long 15:11 103:4 106:2 133:13
 147:13 160:11 168:24 231:9

longer 13:23 14:15,23 130:21 160:2
 170:17 230:17

looked 48:6

lot 148:23 161:17 181:12,17 205:10

love 35:25

lower 149:9,13 150:2,6

LTL 9:7 16:19,23 19:5 24:19 25:22
 28:24 29:12 36:10 37:14 38:3 39:12,
 23 40:5 41:5,8 48:11,13 56:8,23
 64:23 67:2 68:18 72:3,13 73:16 80:9
 83:21 90:4,5 96:6,17,19 97:22 103:25
 105:11 130:17 132:24 133:3,12,16
 134:18,22 168:19 169:2 177:19,20
 188:4 196:5 202:14 203:5 211:17
 215:13 235:6

LTL's 38:19 49:6

LTLMGMT 151:5

LTLMGMT-00002628 140:7 234:15

LTLMGMT-00003498 150:21
 234:20

lung 51:20 52:4 61:2

lurking 46:15

M

made 45:16,17 76:10 78:11,12 83:4
 87:23 138:6 175:21 183:11 206:9
 214:15 222:4 223:22

magnitude 164:13

<p>Majed 9:7,25 10:20 160:17 232:12</p> <p>majored 13:11</p> <p>majority 17:10 22:23 23:2,6,11 25:9 26:12,14,15 27:11 61:17,21</p> <p>make 47:23 59:3 77:12 81:19 82:12 84:8 90:10 98:10 110:9 123:3 138:11 139:25 183:20 195:8 198:19 199:23 221:18,22</p> <p>makes 52:19 143:10 225:13</p> <p>making 73:13 184:2,5</p> <p>man 162:14</p> <p>management 9:8 168:19 169:2 177:8 183:14,22 235:7</p> <p>mandates 184:7,8</p> <p>manipulate 87:18 88:14</p> <p>March 58:8,17 76:10 78:19 113:20</p> <p>mark 17:17 46:25 55:19 65:25 73:5 77:10 82:3 91:17 98:14 140:2 193:19 226:24 229:17,23</p> <p>marked 90:25 130:6,13 140:4 151:2 161:21</p> <p>market 82:10,15 84:6,10</p> <p>Marketing 15:6</p> <p>mass 69:12 73:5 74:17 117:6,8</p> <p>massive 41:10</p> <p>master 35:21</p> <p>material 29:10 124:20</p> <p>math 25:2</p> <p>matrices 138:9</p> <p>matrix 139:18</p> <p>matter 9:7 66:20 89:9 124:3 127:2 191:20</p> <p>matters 64:20 68:5,12 69:14 121:11 186:18</p> <p>Maune 194:10</p> <p>MBK 9:11</p> <p>Mcdowell 29:20</p> <p>Mcevilly 60:7,8 193:18,20</p> <p>MDL 15:11,17 16:8 17:7,9,11 26:4, 16,19,23 27:2,5 28:21 30:6,11,23 31:7,18,23 32:16,18 34:13 35:17,22 40:18 41:15 43:4,21 45:4 50:9 51:2,5 52:19 62:6 90:3 168:10 194:23,24 195:13,15,16 227:15</p>	<p>mediation 66:15 71:12 154:10,12 188:13,16 192:11 228:20</p> <p>mediations 71:19</p> <p>mediator's 48:10 154:7</p> <p>mediators 106:23 153:25 155:9 163:14 172:16 207:18 212:5</p> <p>medical 64:12 65:16 66:10 67:3</p> <p>meet 50:3 194:15</p> <p>meetings 71:6 104:5 105:5,9 106:8, 22</p> <p>member 70:14,20 72:17 107:20 108:11 128:6,18 147:6,20 174:17</p> <p>members 29:20 37:22 38:7 40:5 106:13 107:11,21,22 110:19 227:6</p> <p>mention 64:22 115:6</p> <p>mentioned 65:5 90:7 126:25 183:4 186:2 192:8</p> <p>meso 50:25 51:19 52:8 61:18 62:4 141:11,24 181:20,24 195:15,20 196:20 197:23 199:2 222:9,10,23 223:14,16 224:18 225:3</p> <p>mesos 40:20 52:17 140:11,12,25 141:2 143:12 219:25 220:24 222:4,16 223:7</p> <p>mesothelioma 23:8 50:19 52:4 54:10,24 61:2 62:22 75:22 139:15 142:9 180:18 182:3 194:22,25 195:12 196:3,13 197:9 206:11</p> <p>mess 40:6,7</p> <p>message 87:8 164:24</p> <p>Mexico 14:20 55:8,10 56:12 58:22 59:14 60:6,10 97:12,14 127:16 170:5 181:21 193:21 214:15,19 215:25 216:18 217:6 218:18 219:19 221:3</p> <p>Mexico's 59:2 169:19 214:4 217:22</p> <p>Michael 99:2</p> <p>microscope 63:11</p> <p>middle 30:25</p> <p>Mikal 68:5,17</p> <p>mind 23:3 112:11 164:7 171:8 223:14</p> <p>mine 205:25 206:13</p> <p>minutes 75:3,12 76:22,23 79:10,12 81:7,9 126:23 134:23 161:2</p> <p>missed 88:5 95:15 126:12 138:3</p>	<p>Mississippi 56:13</p> <p>Misstates 146:5 181:9 202:22 220:13</p> <p>misunderstood 193:25</p> <p>misuses 103:10</p> <p>mix 33:13</p> <p>moment 45:20 73:21 74:12 98:9 127:3 130:3</p> <p>moments 21:12 32:15</p> <p>money 38:2 40:19 41:24 42:2,17 47:15 162:22 203:18 221:9</p> <p>Montefusco 48:14,15 72:8 81:3 83:16,22 84:12 85:8,18 86:2 88:2 89:22 93:7,16 94:18 95:13 96:23 97:6 102:2 103:15 106:3 110:23 112:15 116:17 124:14 126:2 128:8 139:6,12 146:4 147:25 148:19 150:3 155:19 156:18 157:8 163:24 166:9 167:25 172:4 175:7,18,25 179:13 180:7,19 181:8 184:19 186:5 187:6 188:8 190:7,25 197:16 200:16 202:21 203:2,24 206:18 209:13 211:18 212:2,19 215:10 220:12 223:2,17 225:6,25 226:11</p> <p>month 105:17 109:15 183:12 184:14</p> <p>months 62:18</p> <p>motion 17:20,25 18:21 19:2,3,5,21 20:19,22 21:13,25 32:22 34:25 54:2 203:13 215:16 233:13</p> <p>motions 32:23 35:2 53:21</p> <p>mouse 40:6</p> <p>mouth 152:4</p> <p>move 25:10 63:3 64:20 75:3 77:16 86:6,21 90:23 94:16 98:6 127:20 219:20</p> <p>moving 79:9 81:6 177:5 178:3</p> <p>mucinous 180:24 198:7</p> <p>Mudd 194:10</p> <p>multi-billion-dollar 82:7 84:4</p> <p>multi-district 15:4,14 77:25</p> <p>multiple 217:9</p> <p>Murdica 38:20 39:8 46:9 108:8 109:9 111:19,24 112:9,16 114:22 115:13 116:14 118:15,22 119:21 120:5 121:15 127:13 128:2,14 130:6 136:13 146:25 219:7</p>
---	---	--

Murdica's 113:9 114:11 130:7,9	61:18 112:21 125:24	numbers 151:5
N	NDA 109:10 110:6,8 111:3,5,8,13,23 112:8,11,25 114:13,23 115:12 116:6, 25 117:3,17,20 118:3,8,12,18 119:11, 19 120:6,10,20 121:25 122:25 123:14,22 124:3,9 125:4,9 127:13 129:10,15 132:23 134:11 137:10 143:4 146:10 147:17 166:3 175:12,15 176:4 191:5,11 192:19,21 193:6 219:16	O
Nabil 9:25 10:20 232:12	necessarily 24:9 115:9 219:24,25 223:4 224:11	oath 90:17
Nachawati 9:1,7,25 10:1,7,20 11:1 12:1 13:1 14:1,6,7 15:1,2,3,23,24,25 16:1,3 17:1,23 18:1,8 19:1 20:1 21:1 22:1,10,20 23:1 24:1 25:1 26:1 27:1, 6,9,19 28:1,5 29:1,24 30:1,6,10,22 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1,17 49:1 50:1 51:1 52:1 53:1 54:1 55:1,19 56:1,6 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1,3 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1,5 77:1 78:1 79:1 80:1 81:1 82:1 83:1,3 84:1 85:1 86:1 87:1 88:1,6 89:1 90:1,25 91:1,7, 14,17,23 92:1,8 93:1 94:1,23 95:1 96:1,4 97:1 98:1,3,11,13,15 99:1 100:1 101:1,5 102:1 103:1,3 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1 127:1 128:1 129:1,7 130:1 131:1 132:1,21 133:1 134:1 135:1,23 136:1 137:1 138:1 139:1 140:1,5 141:1,17 142:1 143:1, 17 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1,11,15 152:1,10 153:1 154:1 155:1 156:1 157:1 158:1 159:1,10 160:1 161:1,12 162:1,6 163:1 164:1 165:1 166:1 167:1 168:1, 23 169:1,6 170:1 171:1 172:1,12,24 173:1,17 174:1 175:1 176:1,18 177:1 178:1,11 179:1 180:1 181:1 182:1 183:1 184:1,16,18 185:1,23 186:1 187:1 188:1 189:1 190:1 191:1,11,23 192:1 193:1 194:1,13 195:1 196:1 197:1 198:1 199:1 200:1 201:1 202:1 203:1 204:1,10 205:1 206:1,5,7 207:1 208:1 209:1 210:1 211:1 212:1,10 213:1,21 214:1,5,6,14 215:1 216:1 217:1 218:1 219:1 220:1 221:1 222:1 223:1 224:1 225:1 226:1 227:1,2 228:1 229:1 230:1 231:1,9 232:12 233:4	net 42:16	object 61:13 65:9 72:8 76:12 80:11, 17 81:2,3 83:15 84:11,12 85:18,24 86:2 87:25 88:17 89:22 93:7,8,16 94:18 95:12,13 97:8 100:13 101:15 102:2,22 103:15 112:15 116:17 122:2 124:14 126:2 139:6,12 146:4 147:25 148:3,19 155:18 163:12,24 165:24,25 168:3 173:7,8 174:15 175:7,18 179:13 180:7,19 181:8 184:19 186:5 190:25 197:16 200:16 202:21 203:24 206:18 208:24 209:13 211:18 213:14 220:12 223:17 224:21 225:6 226:11, 12
Nachawati's 28:15 31:2	network 73:6 74:17	objected 172:8
nail 87:7	newly 214:23	objection 47:3 59:21 60:7 61:14 66:12 67:7,9 76:19 79:2 83:7,16,22 85:6,8 88:2,21 89:4,13,21 96:23 97:6 99:22 106:3 107:23 108:14 110:21,23 112:13 121:23 123:11 124:12 125:8 128:8,20,25 135:25 137:6,24 148:20 149:16 150:3 151:19 154:14 156:18, 20 157:8,18 163:10 164:2 165:4 166:9,11,23 167:19,25 169:21 172:2, 4 175:25 179:14 184:20 186:6,8 187:3,4,6 188:8,10 190:7,13 191:4 195:3 199:7 201:24 202:8 203:2,22 205:17 209:5 210:23 212:2,17,19,21 213:3 214:5,6,15 215:8,10 216:21 218:4 219:3,13,14 220:10 223:2 225:25
named 236:6	newswire 92:19	objections 95:17 176:3 193:24
names 29:18 33:22 227:16	nice 194:14	obligates 157:17
nation 97:17 153:8 158:5 164:12	Nobody's 120:10	obligation 110:10 113:3 124:21 129:17,24 230:5
nature 40:13,25 49:13,19 51:15	non-disclosure 108:16,24 128:3,15 137:7 151:20,23 152:12 154:15 179:16 188:12 192:7 209:8	obligations 121:7 157:7 228:5,9,14, 18
	non-gynecological 207:5	observe 130:9
	non-mesothelioma 206:17	obtain 183:12 184:15
	non-ovarian 197:14,20 198:23 199:4,15 200:13 201:2,18,23 206:17, 24	obtained 183:9
	nonetheless 217:19	obtaining 65:16
	North 56:22,24 57:10,11	OC 140:12
	Notary 10:3 232:21	OC-ONLY 195:16
	note 151:2 167:19 199:6	occasion 98:5
	noted 9:18 95:17 232:6	occurred 104:17 230:16
	notes 196:7	
	Notice 17:19,25 233:12	
	notices 32:23	
	notion 97:18	
	November 70:8	
	number 9:11 16:14 20:9 22:7 23:7 24:8 27:15 32:12 45:2 52:15,16,18 61:4 69:10 75:22 115:15 162:7 176:20,24 177:3,7 178:2,18 195:20 196:3,19,21 223:19 225:23	

<p>OCS 40:19 140:25 219:24 222:15 223:24</p> <p>October 23:23 24:12 25:2,17 28:15 37:14 46:12,21 51:8 53:7 54:11,25 60:25 61:10 62:6,20 63:17 68:4,10 69:21 70:3 78:18 148:14 149:23</p> <p>offered 227:6</p> <p>offhand 206:22</p> <p>office 109:25 218:20</p> <p>Official 10:9 70:7,14,20 72:5 128:6, 19</p> <p>Onder 114:22 115:9,12</p> <p>one's 179:21</p> <p>one-off 49:24</p> <p>one-size-fits-all 172:21</p> <p>online 73:6</p> <p>open 112:6</p> <p>operate 19:14</p> <p>operating 137:23</p> <p>opinion 79:22 95:11 113:24,25 116:20 129:23 134:10 158:5</p> <p>opportunity 36:2 80:22 94:9,17</p> <p>opposed 28:17 57:17 61:18 62:3 97:18 219:11</p> <p>opposition 32:22</p> <p>opt 155:21 156:16</p> <p>opt-in 46:3</p> <p>opt-out 46:4 155:24 156:8</p> <p>optics 217:14</p> <p>orally 57:2 142:23</p> <p>order 17:20 18:2,21 33:11 36:17 42:13 54:6 60:2 66:22 81:19 131:20 132:7,10 140:22 154:25 167:17 229:24 230:10 231:2 233:14</p> <p>orders 121:6,11 123:18 136:11 154:8 175:14 191:7</p> <p>ordinary 64:24 65:3,14</p> <p>organization 81:18 174:13</p> <p>original 49:8 56:23 196:4 202:13</p> <p>outcome 236:11</p> <p>outline 160:13</p> <p>outraged 83:19</p>	<p>outrageous 82:3</p> <p>outset 90:8</p> <p>ovarian 22:11,22 23:6 50:16 51:2,17, 18 52:12,15 61:18,22,24 62:8,13,21 63:19 75:21 138:7,12 143:20 144:21 145:8,24 146:15 147:23 148:17 149:5,12,21 180:17 181:23 182:11, 12,22 183:4,13 195:19 197:14 198:3, 4,6 206:10 207:5,13 223:13</p> <p>overlap 128:16 129:10</p> <p>overstatement 166:8</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>P.C. 60:9 173:20 174:5 235:13</p> <p>p.m. 9:4 67:22,23 161:7,8 232:5,6</p> <p>pages 160:13 164:7 178:12</p> <p>paid 12:17,19 176:9 189:17</p> <p>pair 91:11</p> <p>papers 31:23 32:22</p> <p>paperwork 54:3</p> <p>paragraph 21:25 22:4 101:5 195:17</p> <p>paralegals 183:23</p> <p>parallel 50:8 61:10</p> <p>parameters 119:22 121:3 122:24 125:10</p> <p>Pardon 172:7</p> <p>parent 188:17</p> <p>Parkin 173:20 235:13</p> <p>Parkins 174:5</p> <p>part 12:2,5 22:4 28:23 35:4,9 47:11 73:12 169:7 187:21 203:9,12 204:14</p> <p>participants 9:14 50:2 174:25</p> <p>participate 34:12,24 35:20 37:6 105:22 106:11,19</p> <p>participated 39:16 71:5,8,12,18 103:21 104:7,21</p> <p>participating 71:24 131:7</p> <p>parties 33:12 41:25 66:24 101:7,19 103:9 228:5 230:5 236:13</p> <p>partner 14:5,10 222:13</p> <p>parts 73:23 113:16</p> <p>party 12:23 20:6 131:21 229:7,22</p>	<p>pass 185:18</p> <p>past 42:24 62:18 86:22 171:15 184:14</p> <p>path 50:9</p> <p>pathway 85:11 110:12 152:23 153:2, 4,6,13,16 154:18 155:13 157:3 158:9 163:16 164:17 172:18 212:6</p> <p>pathways 113:4 212:15</p> <p>patience 227:3</p> <p>patients 149:5 183:13</p> <p>Paul 173:19 174:4 235:12</p> <p>pause 100:20</p> <p>paused 74:22</p> <p>pausing 74:14</p> <p>pay 42:16,18 57:23 146:15 147:10,22 148:16 175:22 188:25 190:4,18 207:23</p> <p>paying 42:12 81:24 83:14 175:5</p> <p>payment 141:23,24 206:16 207:22</p> <p>payments 206:9</p> <p>PDF 18:18</p> <p>Penalties 55:24 233:24</p> <p>pendency 16:23 29:12 43:21</p> <p>pending 11:15 26:16,22 51:19,20 78:2 142:8</p> <p>people 39:22 43:16 81:24 87:3 114:18 131:6 132:4</p> <p>per-case 146:16 149:6,13,22</p> <p>per-claim 147:23</p> <p>per-ovarian-cancer 147:11</p> <p>perceived 221:16</p> <p>percent 23:13,17 105:4 145:2 158:23</p> <p>percentage 28:4,14 61:6 69:5 143:20 144:10,20 145:6,13,23</p> <p>percentages 207:8</p> <p>perfect 84:16 187:14</p> <p>period 106:20 128:13,17 133:17,18 139:11 229:10</p> <p>periodically 89:25</p> <p>periods 121:24</p> <p>permission 188:25</p> <p>permit 124:9</p>
--	--	---

<p>permitted 88:14 125:16</p> <p>persists 102:10</p> <p>person 105:10 236:8</p> <p>personally 33:19 34:11 54:18 104:7 143:23,24 145:10</p> <p>perspective 165:11 215:16 217:14, 15</p> <p>pertinent 22:4</p> <p>Petition 22:8</p> <p>pharma 102:15</p> <p>phone 40:4 57:3 109:18 110:2,4 162:6,10</p> <p>phrase 23:4</p> <p>pick 33:12</p> <p>picture 116:9 134:12 177:5 178:3</p> <p>pinpoint 115:17</p> <p>place 9:12 16:22 19:9,24 25:6 45:21 73:14 121:20 132:7 171:9 236:6</p> <p>plain 94:24</p> <p>plaintiff 17:6,21 18:2,21 22:6 233:14</p> <p>Plaintiff's 55:22 233:20</p> <p>plaintiffs 28:21</p> <p>plaintiffs' 19:14</p> <p>plan 38:10,11 39:12 40:9,13,15,16, 22,25 41:3,4,8 44:23,25 45:12,21,24, 25 46:3,4,7,24 47:14,19,23 48:13,25 49:5,8 94:19 117:24 118:4,9,13,19 119:13 120:7 122:19 123:7 125:20 127:5,8 138:14 142:25 146:12 150:20 151:4 152:19 153:3,19 154:11,23 155:5,16 156:6 158:10,20 163:8,17, 22 164:7 165:2,16,22 166:7,20 167:9, 23 168:18,25 169:8,18,20 170:5,11 171:10,21 173:5 179:12 185:22,25 186:23 188:18 190:5 191:13,17 201:22 203:20 204:24 206:16 208:3, 16 211:21,24 212:6 213:17 215:6 216:19 218:3 219:9 220:5,8 222:8,24 223:8,11 225:2,15,18,21 226:7 227:13,22 228:13 234:18 235:5</p> <p>planning 90:12</p> <p>play 75:5,11 76:23 79:12 81:8 90:11 150:11 226:15</p> <p>played 75:15 76:9 77:8 78:9 79:15 81:12 86:19</p> <p>playing 78:14 90:9</p>	<p>pleasure 194:14</p> <p>pledging 223:15</p> <p>PLLC 14:6,7</p> <p>Ploy 91:20 92:2 234:6</p> <p>pockets 42:3</p> <p>point 11:24 15:21 36:3,22 37:5,13,22 48:11 76:14 79:5 80:14 108:17 116:8 117:23 122:11 126:7 130:16 146:9,10 147:16 156:5 163:8,19 164:24 165:20 171:23 204:13 222:4 225:7</p> <p>points 124:20</p> <p>policy 217:15 221:9</p> <p>pool 33:4,7,15,21,24 34:4</p> <p>portion 42:12 212:11</p> <p>portions 229:8,23</p> <p>posed 222:18</p> <p>position 58:4 89:19 157:25</p> <p>possession 200:12</p> <p>possibility 170:18</p> <p>possibly 106:15 109:10 119:3 139:13 146:18,21 182:9</p> <p>post 109:12 123:14 143:4 191:5</p> <p>post-judicial 13:20</p> <p>post-petition 42:23</p> <p>posted 92:19,21</p> <p>posture 158:9</p> <p>potential 38:17 54:23 167:10 185:2 202:15 205:13</p> <p>potentially 68:21 205:7,15 206:24</p> <p>powder 15:6,16 200:15 201:3,6 225:11</p> <p>practice 14:9,19,22,23 52:3 64:25 65:3 66:4 137:23</p> <p>practices 15:7 65:14,15</p> <p>precedent 228:16</p> <p>precedes 56:19</p> <p>precision 16:15</p> <p>predecessor 16:3</p> <p>predict 202:2</p> <p>preferential 50:6</p> <p>preliminary 56:11 57:5</p>	<p>prepare 43:6</p> <p>prepared 93:5 107:11</p> <p>present 35:9</p> <p>press 92:22 93:5 94:7</p> <p>pressed 94:16</p> <p>pretty 14:16 36:18 66:2,19 91:9 112:17 157:24 194:16</p> <p>prevent 119:19 125:5</p> <p>preventing 175:16 202:5</p> <p>previous 194:20</p> <p>previously 14:4 15:3 130:6</p> <p>primarily 16:22 40:19</p> <p>prior 16:18 25:16 28:9 30:6,14 36:10, 23 37:5,13 38:18 39:12 46:12,21 49:11,14,21 51:8 53:6 54:11,24 56:21,24 58:20 65:20 68:3,10,18 69:21 70:3 98:4 105:15 107:2,5,14 116:5,12,14 121:13,16 127:12 129:10,14 146:9 147:5,17 163:4 171:17 177:13 184:3 209:8 219:17 220:4 229:7</p> <p>privilege 48:10,19 60:12 65:10 89:6 93:21 136:3 154:7 165:5 167:16 171:16 183:16 191:3 192:14 214:6</p> <p>privileged 89:15 123:24 124:6 125:3 136:5 167:13 168:5 175:9 190:10 192:12 216:24</p> <p>privileges 192:6 193:22</p> <p>problem 67:17</p> <p>problematic 193:2,7</p> <p>proceed 9:24 132:16</p> <p>proceeding 56:10 132:8 227:7</p> <p>proceedings 12:3 51:12</p> <p>process 58:25 66:16 164:9,10</p> <p>produced 111:10</p> <p>producing 131:21</p> <p>product 82:10 84:6 86:24</p> <p>productive 46:18</p> <p>products 15:6,7 82:14 84:9</p> <p>professional 13:17</p> <p>professionals 176:9 189:9</p> <p>professors 44:17,18</p> <p>profitable 81:19 94:25</p>
--	---	--

<p>promised 212:25</p> <p>proportion 40:20</p> <p>proportionate 40:18</p> <p>propose 229:12</p> <p>proposed 38:12 39:12 40:25 41:3,4 44:25 45:5,12 46:7 47:19 48:6 132:9 169:7 186:24 227:8</p> <p>proposing 229:17,21</p> <p>prosecuting 20:2</p> <p>protection 158:24 169:19</p> <p>protections 103:10 131:22</p> <p>protective 54:6 66:22 131:19 132:6, 10 140:22 229:24 230:10 231:2</p> <p>provide 13:4 26:7 30:18 54:5 55:14 81:15 120:11 123:3</p> <p>provided 11:25 18:5 25:13 55:25 66:7,9 67:3 92:4 98:19 140:8 150:22 161:25 168:20 173:23 178:22 179:3, 7,9 180:18 181:4</p> <p>providing 25:21 180:5</p> <p>provisionally 229:4,20 230:19</p> <p>provisions 132:9 140:20</p> <p>PSA 123:7 131:14 134:18 137:18 138:18 141:10 148:13 149:3,14,24 206:4 207:21 208:7 209:16,18,22 210:3,14 211:20 212:9 224:15,18 228:6,9,14,18</p> <p>public 10:3 59:5,6 89:18 203:4 217:15 232:21</p> <p>publicist 93:6</p> <p>publicists 92:25</p> <p>publicly 72:24 218:11,18,22</p> <p>published 92:11 100:4,10</p> <p>Pulaski 68:12,17 69:11 70:2 117:19 137:12,17</p> <p>Pulaski's 68:23</p> <p>pull 17:16 55:17 150:16</p> <p>pulled 33:9</p> <p>purpose 81:23</p> <p>purposes 10:13</p> <p>pursuant 26:18 58:25 66:21 138:8, 13 139:16 173:21 174:6 235:14</p> <p>pursue 50:8,12 57:15 77:22 78:24 80:23 216:5</p>	<p>pursued 49:24</p> <p>pursuing 129:13,15</p> <p>purview 205:25</p> <p>pushed 102:12</p> <p>put 68:8 82:9,14 84:5,9 90:24 98:8 127:2 130:2,20 150:17 159:8 161:20 168:15 173:16</p> <p>puts 131:20</p> <p>putting 41:2 83:20 152:4</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>qualifications 204:15</p> <p>qualify 42:7 144:21 145:7,14,24 205:7</p> <p>qualifying 204:19</p> <p>quarters 23:12</p> <p>question 11:7,15 19:18 26:20 28:11 30:8 36:8 37:11 45:6 56:14,15 60:13 61:14,20 68:19 71:22 74:10 83:8 92:16 93:22 99:23 106:2 110:22 116:18 118:16 122:24 123:3,6,14 124:2,8 128:21 129:6 141:20 142:7, 22 144:17 147:13 149:2,18 150:10,14 152:6,7 154:20 157:14 167:20 168:2 172:9 175:17 184:13,23 188:11 189:6,24 190:8 195:4,7 199:7,13,14, 21 200:3,23 202:9 203:25 204:6 206:15 210:10,13,14 211:12 213:5 214:17 216:22 220:3 222:18 223:6</p> <p>questioning 129:12 193:25</p> <p>questions 11:3 76:25 81:10 90:14, 16 120:4,19 126:13,14,18 161:17 171:14 185:18 191:13,24 192:2,25 193:14 194:6 206:3 213:20 214:3,7 224:8 226:19 227:21,25</p> <p>quick 160:20 194:16 195:8 206:3 207:23</p> <p>quick-pay 145:14,25</p> <p>quote 94:3,11,23</p> <p>quotes 93:4</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>rabbit 126:19</p> <p>Raichle 194:10</p> <p>raise 60:11 193:5</p>	<p>raised 192:6 193:22</p> <p>random 33:12</p> <p>Rasmussen 46:25 47:2 61:13 90:6, 20 99:21 112:13 123:11 124:12 130:19 131:3,13 132:3 140:16 163:12 165:24 166:11,23 172:8 173:7 186:8 187:4 193:13 194:3 199:6 210:2,7 212:21 213:24 214:11 221:25 226:21, 23,24 228:22 229:2,19 230:7,12 231:7 233:7</p> <p>Ratcliffe 194:5,8,9 195:6,10 199:14 202:23 209:2,14 210:5,9,11,25 211:4 213:8,11,19 233:6</p> <p>re-review 47:23 208:5</p> <p>reach 93:18 170:22</p> <p>reached 109:22 111:24</p> <p>reaching 42:24</p> <p>react 187:18</p> <p>read 22:3 54:4 163:2 169:15,23 170:12 176:12 185:22 189:4,5 225:18</p> <p>readers 91:10,11</p> <p>reaffirm 102:7</p> <p>real 160:20</p> <p>reality 84:17</p> <p>realize 130:13</p> <p>realized 190:18</p> <p>reask 195:6,7,9</p> <p>reason 186:21 220:25</p> <p>reasonable 86:20</p> <p>reasons 187:8</p> <p>recall 25:19,20,21,23 30:21 32:17 33:22 34:2,18 35:19 38:21 39:5,11, 14,15,21 40:24 44:6 45:15,23 46:9,14 47:4,8,20 54:17 58:19 59:9 66:18 68:7 69:22,23 70:4,11 73:8,15,18 89:7 93:13 99:7 104:4,8 105:2,8,11, 12,16 106:16 107:6,16,17 108:4,25 109:3,21,22 110:3 111:7,16 113:21 114:2,14,19 115:6,8,11,14 116:7,10 119:15,23 122:14,15 128:9,11 129:9 132:22 133:13 135:19 136:22 137:3 138:23 139:7 142:2,4 146:23 177:11, 17 180:12 183:25 200:11 204:20 209:24 227:16 230:11</p> <p>receive 138:8,13 139:16 142:10,25 205:10 209:4</p> <p>received 13:19 43:25</p>
---	---	---

<p>receiving 221:21 230:2,22</p> <p>recent 30:14 48:8 86:22 102:6</p> <p>recently 49:2 82:18 84:24 102:12 155:17 231:3</p> <p>recess 67:22 161:7</p> <p>recollection 13:22 30:4 32:24 33:5, 20 34:15 35:15 36:16 37:25 38:14 39:8 41:6 44:4 46:2 52:21 53:4,10,13 54:19 62:16 73:20 109:20 114:6,24 115:2 117:12 132:25 139:10 142:14, 17 144:25 145:5 148:9 181:5 208:4 227:10,11,14</p> <p>recollections 53:23</p> <p>recommend 153:20 155:14 157:4 158:10 163:17 164:18 165:14 166:19 171:25 173:5 188:19 212:7 213:17 226:7</p> <p>recommendation 166:22</p> <p>recommending 47:20</p> <p>record 9:3,19 10:14 67:20,25 75:9 77:6 90:11 161:5,10 192:4 193:17 229:3 231:5 232:5 236:7</p> <p>records 22:5 62:25 63:2 64:9,11,12, 17 65:5,17,24,25 66:8,10,21,23 67:3</p> <p>redacted 54:6 130:25 131:2,4,10,12 178:16 181:5 197:8,12 224:17</p> <p>refer 15:10,24 27:24 70:22 111:8,9 119:24 207:10 208:18</p> <p>referenced 195:18</p> <p>referral 27:24</p> <p>referring 15:25 23:14 28:7 31:21 38:11 41:12 43:20 61:25 72:9 80:21 96:18 100:7 101:4 104:10 133:25 134:4 153:5,12 156:6,9 180:11 199:2 210:16 212:9 220:9</p> <p>reflect 22:5</p> <p>reflecting 225:5</p> <p>refresh 73:20 114:6</p> <p>refusals 192:9</p> <p>regard 17:4 32:16 51:24 54:10 60:17 61:12 64:25 65:3,16 69:2 131:22 171:21 185:21</p> <p>regular 90:2</p> <p>regularly 117:8 168:6,7 185:5,11 205:11</p> <p>reimbursement 12:24</p>	<p>reiterate 140:18</p> <p>Rejects 91:19,25 234:5</p> <p>related 19:16 61:19 63:22,25 64:13 199:3 236:12</p> <p>relating 24:25 55:6 60:19,24</p> <p>relation 57:20 68:17 195:23 201:18</p> <p>relationship 59:24 125:24</p> <p>relationships 68:16</p> <p>release 66:23 92:22</p> <p>releases 93:5</p> <p>relevant 20:10 29:10</p> <p>Relief 55:23 233:22</p> <p>relies 137:23</p> <p>rely 111:10,17 180:8</p> <p>remain 102:9,18</p> <p>remains 130:23 131:4</p> <p>remember 40:21 74:16 113:11,14 128:23 179:17 180:11 181:15</p> <p>remotely 9:14 18:4 55:25 92:3 98:18 140:8 150:22 161:24 168:19 173:22</p> <p>Reorganization 168:18 169:2 235:6</p> <p>rep 69:3</p> <p>repeat 15:22 104:13</p> <p>rephrase 99:24 106:6 205:5</p> <p>replacement 13:24</p> <p>reported 236:8</p> <p>reporter 9:20,22 17:17 18:6 55:19 56:2 74:13 75:6 77:3 86:16 91:17 92:5 95:16,18 98:14,20 140:5,9 150:23 162:2 168:21 173:24 236:2</p> <p>reports 43:7</p> <p>reprehensible 82:19 84:24 85:15</p> <p>represent 15:3 16:9,19 23:8 24:7,11 28:25 44:4 55:4,10 56:5 59:13 153:21 162:9 172:20 195:23</p> <p>representation 12:25 221:3</p> <p>representative 37:9,17 39:18 46:10, 20 54:13,22 67:5 70:25 71:19 72:5,16 103:23 106:25 107:13,19,20 108:11 128:5,18 137:20 146:13 147:6,20</p> <p>representatives 71:10,14 105:23 106:13 107:22 110:19 204:17 216:18</p> <p>represented 12:9 17:6 22:6 24:3</p>	<p>28:21 37:19 55:7 143:9 221:20</p> <p>representing 9:16,21 10:8 12:13 22:20 58:22 73:13 130:17 174:21 219:8</p> <p>represents 75:19</p> <p>reprint 98:22</p> <p>reps 68:14,20 69:12</p> <p>request 43:18 64:9,10 65:24 189:17 190:17</p> <p>requested 215:25</p> <p>requests 179:19 189:10</p> <p>required 32:3 45:3 63:2</p> <p>requirement 189:12,15</p> <p>requirements 59:7</p> <p>researching 44:19</p> <p>reserve 191:22</p> <p>reserved 192:17</p> <p>resolution 25:12 38:17,18 42:24 46:22 85:11 103:7 108:9 109:11 110:12 112:3,23 113:4 152:23 153:2, 17 155:2,13 157:3 164:17 170:16,25 171:6,7,9 172:19 187:12</p> <p>resolve 69:7 127:15 146:15 147:11, 23 148:17 149:5 169:18</p> <p>resolved 69:4</p> <p>resolving 118:20</p> <p>resort 45:4</p> <p>respect 52:16 97:13 117:9 127:16 143:7 163:15 171:19 183:3 184:2,6 191:3 201:14 216:11,12 218:23</p> <p>respectfully 159:17</p> <p>respective 236:14</p> <p>respond 143:10</p> <p>responded 53:22</p> <p>response 51:24 90:15 146:21 220:3</p> <p>responsibilities 43:14</p> <p>responsibility 94:7</p> <p>responsible 42:12 87:6 175:4 222:19</p> <p>restate 26:20 30:8 36:8 37:11 45:6 118:16 123:2 147:14 149:18</p> <p>Restitution 55:24 233:23</p> <p>restricted 125:18</p>
--	--	---

<p>restrictions 131:8</p> <p>restructure 81:18</p> <p>restructuring 101:10,22 103:8</p> <p>resume 94:8 96:4,14</p> <p>resumed 67:23 161:8</p> <p>retain 64:19 65:25</p> <p>retained 65:21 201:17</p> <p>retainer 12:20 182:10,21 183:2,18 185:11</p> <p>retention 65:12</p> <p>returned 186:25</p> <p>returning 185:25 188:6</p> <p>reveal 190:10</p> <p>revealing 175:9</p> <p>revert 230:25</p> <p>review 49:7 64:17 107:8,10 125:10 138:18 169:12,13</p> <p>reviewed 48:12,25 49:5 135:7 169:6</p> <p>reviewing 206:20</p> <p>right-hand 58:7</p> <p>rights 191:22 192:17</p> <p>RMR 236:21</p> <p>road 11:2</p> <p>robust 122:8</p> <p>role 31:7</p> <p>roles 36:21</p> <p>room 11:18</p> <p>root 162:21</p> <p>roughly 16:16 25:3</p> <p>Rubio 173:21 174:6 235:14</p> <p>Rule 173:21 174:6 235:15</p> <p>rules 11:2 184:6 189:16</p> <p>ruling 92:13,24 107:3,4,14 108:7</p> <p>rulings 102:7</p> <p>Russo 106:23</p> <p>Ryan 48:14</p> <hr/> <p style="text-align: center;">S</p> <hr/> <p>sake 82:22 85:3</p>	<p>Sales 15:7</p> <p>schedule 224:15 229:14</p> <p>scheduling 126:25</p> <p>Schneider 106:24</p> <p>scholarship 13:10</p> <p>school 13:6,13,15,18</p> <p>Schotz 173:20 174:5 235:13</p> <p>science 44:19 64:12 200:20</p> <p>scientific 225:10,20</p> <p>screen 12:2 17:18 18:9 73:23 74:6,7 88:25 98:8 130:2 161:20</p> <p>screenshot 74:21 161:23 162:4 234:23</p> <p>scroll 56:7 58:11,13 76:21 93:25 100:17,24 102:24 139:21,22 174:2 176:14 178:5,13</p> <p>scrolling 93:11 95:22 102:4 176:17</p> <p>seconds 75:4,13 76:22,24 79:10,11, 13 81:7,9</p> <p>Section 212:10</p> <p>Security 178:17</p> <p>seek 20:13 31:8 45:4 101:7,19 215:7</p> <p>seeking 19:22 230:5</p> <p>selected 33:10</p> <p>selection 33:13</p> <p>selections 33:3</p> <p>self-contained 36:18</p> <p>self-serving 42:13</p> <p>sell 86:23</p> <p>send 87:7 88:24 89:2</p> <p>senior 45:19</p> <p>sense 16:4 36:19 52:19 68:25 69:3, 12 71:21 89:24 93:24 102:3 124:19, 23 138:15 140:2 143:6,10 144:3,13 152:15 154:19,21 157:3 166:4 168:6 169:15 183:15,17,18 184:11,12 185:5 190:20,23 211:7 221:17 222:17 223:21</p> <p>sentiment 163:5</p> <p>separate 33:15</p> <p>separately 69:11</p> <p>separating 102:14</p>	<p>sequence 65:7</p> <p>serve 70:7,13 72:4</p> <p>served 70:24 72:16</p> <p>service 70:20 129:21</p> <p>services 214:8,21</p> <p>serving 108:11 128:5,17 147:5 214:18</p> <p>set 96:4,6,14,16,17 143:8,22 159:6 222:20 236:16</p> <p>setting 50:6 97:4</p> <p>settlement 36:24 37:7,16 46:11,19 47:10 54:15,23 198:25 227:8</p> <p>settlements 47:7</p> <p>settling 25:12 38:25</p> <p>share 23:2 73:22,25 74:6 89:8 98:4 125:16,21 127:14 135:22 147:17</p> <p>shared 17:18 74:4</p> <p>sharing 88:25 125:19</p> <p>sheet 84:5 107:18 130:20,22 131:15 133:2 135:6,22 136:13,20,24 137:5, 19 138:9,14,19 139:11,17,19 140:6 141:22 142:11,15 143:2 145:15 155:6 191:14 204:9,23 234:14</p> <p>sheets 31:25 81:22 82:9 83:13 107:8,11</p> <p>shitty 162:18</p> <p>short 38:24 46:16 47:9 112:18 133:17 160:11</p> <p>short-form 26:18,25</p> <p>shortchange 87:11</p> <p>shorter 230:18</p> <p>shorthand 15:22</p> <p>shortly 70:9</p> <p>shot 74:25</p> <p>show 132:14</p> <p>side 52:16 127:2 208:20,22</p> <p>sign 64:5 108:23 111:22 118:7 132:13 140:23 151:18 185:4 205:11 212:24</p> <p>signature 58:11 128:3 151:10 210:4, 6 231:13</p> <p>signatures 184:15</p> <p>signed 27:10 108:17 110:6,8 111:5, 13 112:10,12 114:12,23 115:12</p>
---	--	--

<p>117:24 118:8,12,13,17,18 119:11,12 120:6,7,10,23 121:25 122:19 123:6, 22 125:9 148:13 149:3,14,24 152:13, 19,25 154:11,22 156:7,12,15 157:22 158:14 167:23 182:10 183:2,12,19 184:16 190:5 191:14 205:2 207:22 209:16,18,22,23 210:8,12,15,21,24 211:14,20 223:11 225:14 227:23</p> <p>signing 27:20 109:10 110:5 111:3 112:8 116:6,25 117:3,17,20 118:3,4 127:4,8,12 129:10,15 137:18 146:9 147:17 153:15 155:11 157:11,13 167:8 179:12 215:5 216:19 218:2 219:9</p> <p>silly 21:9</p> <p>Silverstein 10:6,8 16:11 17:13 18:7, 16,19 21:23 22:2 24:18 36:25 37:4 42:19 45:7 47:6 48:23 55:16 56:4,22 58:10,14 60:14 63:13 66:18 67:12,18 68:2 75:2 76:4,20 77:2 78:7 79:9 80:2 81:6 83:2 86:9,12 87:21 89:16 90:18, 21 91:6,12 92:6 95:14,22 96:2 97:23 98:2,7,12,21 99:24 100:2,17 101:3 102:24 103:2,17,19 104:12,16,20 105:6 106:5 107:25 108:19,22 115:15 116:21 117:2,15 120:17 121:5 122:9 124:7 125:13 126:15 128:24 129:3,5, 25 130:8,11,24 131:9,16 132:13,17, 19 136:6,10 139:20 140:3,14 141:6, 13,15 142:12,19,21 143:13,16 144:16 147:14 148:25 149:19 150:15,25 151:9,15,17,21 152:3,9,16 154:16 155:5 156:3,22 157:10,22 159:10,16, 19,23 160:4,9,22,24,25 161:11,19 162:3 163:3 164:6 166:16 167:21 168:12,13,22 169:5,25 172:6,10,22 173:15,25 174:8 175:13 176:12,13,21 177:9 178:5,14 182:16,19 185:15,16, 20 186:11 189:25 191:8 192:16 193:12 199:9,12,18 200:2 214:2,13 224:23 226:18 229:15 230:4,8,24 231:8 233:5</p> <p>similar 87:15</p> <p>simple 94:25 222:14</p> <p>simplistic 208:14</p> <p>simply 187:18 222:12</p> <p>single-off 52:11</p> <p>Sir 151:13</p> <p>sit 23:18 45:14 47:22 51:22 52:23 55:2 59:25 61:5 62:10 66:17 67:11 107:6 108:4,25 111:13,16 114:8 115:10 119:14 120:24 121:3 122:16 128:9 132:22 134:14 136:22 142:17 144:24 145:10,17 146:22 148:10</p>	<p>156:10 177:25 180:13 198:4,16 201:15 205:4,9 209:24 226:16</p> <p>sitting 24:14 35:13 69:24 70:4 73:9 91:8 172:25 194:20,24 195:11 196:25 197:13 203:17 212:14 227:17</p> <p>situation 163:14 172:21 207:20 216:15 221:17 224:2</p> <p>situations 181:18 188:2 217:21</p> <p>six-plus 44:21</p> <p>size 45:24 187:25 217:20 221:6</p> <p>small 23:7 32:12 52:15,16 117:7 195:19 196:3 223:19</p> <p>Smith 43:25 44:7</p> <p>SMU 13:10,12</p> <p>Social 178:17</p> <p>software 177:9 183:22</p> <p>sole 81:23 208:9</p> <p>solution 84:15</p> <p>solvent 87:16 88:12</p> <p>son's 126:11,23</p> <p>sort 23:19 24:2 33:15 52:5 123:2 126:19 129:12 208:17</p> <p>sought 19:17 20:5,23</p> <p>sound 101:6,19</p> <p>sounds 11:10 39:25 204:21 208:6 231:7</p> <p>source 133:21 137:22</p> <p>sovereign 57:18 58:3 97:18 170:2, 22 216:4 219:11</p> <p>sovereignty 57:14</p> <p>space 69:12 117:8</p> <p>speak 41:20 117:16,19 218:11,17</p> <p>speaking 32:2 39:8,11 65:22 68:15 71:16 80:12 144:18 178:25 198:4</p> <p>speaks 163:3 207:12</p> <p>specific 16:14 19:13 35:12 39:7 52:20 53:23 55:13 59:7 64:8 69:2 106:18 109:4 115:8,17 122:16 124:24 146:24 179:23 184:7,8 190:23 220:15</p> <p>specifically 20:5,24 29:18 39:11 43:22 44:6 73:18 108:5 115:7 116:7 141:10 143:11 153:9</p> <p>specificity 114:20 116:2 122:6 133:13 195:14 200:11 206:19</p>	<p>specifics 46:14 73:9 92:15 113:21 116:10 129:9 138:16,23 139:7 144:15 178:2 208:17</p> <p>speculate 145:21 171:12 173:10 202:3 207:20 218:6</p> <p>speculating 38:22 133:5</p> <p>speculation 38:23 204:7</p> <p>speed 161:14</p> <p>split 40:18</p> <p>spoke 115:12 217:6</p> <p>spoken 72:23</p> <p>spokesperson 89:9</p> <p>stage 31:3</p> <p>stages 30:25</p> <p>stamped 140:7 150:21 234:14,20</p> <p>stand 93:3 99:16</p> <p>standpoint 66:4</p> <p>start 37:3 81:17</p> <p>started 44:13 90:8 142:15</p> <p>starting 141:24</p> <p>state 10:14 32:10,14 49:14,17,19 50:4,17,20,25 51:6,11,19,21 52:9,13, 17 53:11,15,19 54:24 55:7,10 56:12, 13 57:16,18 58:3 59:2,14 60:5,9 77:23 78:24 80:24 90:3 97:12,13,18 169:19 170:2,5,22 181:21 193:21 196:13 214:3,19 216:3 219:11 221:3</p> <p>stated 30:16 172:14</p> <p>statement 22:14 92:16 95:5 102:18 164:4 165:19 166:6 173:19 174:4 197:7 215:18 235:11</p> <p>statements 76:8,9 78:8,11 80:3 83:3 87:22 99:17 100:4 176:10</p> <p>states 9:9 97:16</p> <p>static 178:4</p> <p>stating 60:2</p> <p>status 59:17</p> <p>statute 42:22 66:2</p> <p>stay 16:21 56:10 57:5 63:4 102:5</p> <p>stayed 13:22</p> <p>steering 31:15</p> <p>stenographic 9:19</p> <p>steps 59:8</p>
---	--	--

<p>Stolz 162:10,13</p> <p>stood 100:3,11</p> <p>stop 75:12 88:25 94:2 101:2 124:16</p> <p>straightforward 66:3</p> <p>strategies 171:18</p> <p>strategy 49:25 50:11 71:9,13 105:22 106:12</p> <p>stretch 75:8 160:8</p> <p>strict 127:19</p> <p>strong 220:20,21</p> <p>stronger 225:22</p> <p>strongly 97:17</p> <p>stuff 199:10,24</p> <p>subject 98:6 120:25 122:8 123:21 124:2,11 128:15 151:20,22 170:18 191:10 203:3</p> <p>subjects 49:9 60:15 67:13</p> <p>submission 177:13</p> <p>submit 36:4,11</p> <p>submitted 36:17 56:8 158:21,22</p> <p>submitting 215:19</p> <p>subpoenas 162:14,18</p> <p>Subscribed 232:16</p> <p>subsequent 49:5 228:15</p> <p>subsequently 17:8</p> <p>substance 29:7 119:20 135:21 137:16 144:4 153:24 154:5</p> <p>substantial 17:10 22:23 23:2,5,11 26:15 27:11</p> <p>substantially 24:8 131:10</p> <p>substantiation 67:4</p> <p>substantive 32:17 46:18</p> <p>subtype 145:9 181:6 201:15</p> <p>subtypes 63:21 64:4 143:21 144:12 180:22 181:12 198:6</p> <p>successors 36:6,13</p> <p>suck 170:24</p> <p>sucked 97:19</p> <p>suffered 62:7 63:18,20</p> <p>suffice 59:10 73:2 115:19 146:25 173:13</p>	<p>suggest 67:15</p> <p>suggesting 215:24</p> <p>summarize 64:12 65:25</p> <p>summarizing 62:25</p> <p>summary 64:17</p> <p>Sunshine 59:2</p> <p>supplement 34:7 43:17 52:24 53:25 185:14</p> <p>supplemental 47:24</p> <p>supplements 184:9</p> <p>support 117:24 118:4,9,13,19 119:13 120:7 122:19 123:7 127:5,9 150:20 151:4 152:19 153:3,20 154:12,23 155:14,16 156:7,17 157:4 158:10 163:17,21 164:18 165:2,21 166:7,20 167:9,23 173:5 179:12 188:18 190:5 191:13,17 211:24 212:7 213:2,12 216:19 218:3 219:9 222:24 223:8,12,16 225:2,11,15 226:8 227:12,22 228:12 234:19</p> <p>supported 38:7 203:13,14</p> <p>supporting 48:16 141:9 174:14 175:6,23 203:20 211:21 213:17 215:6</p> <p>supports 200:25</p> <p>Supreme 82:6 84:2 87:14 88:11</p> <p>surmise 121:8 175:2</p> <p>surprise 111:25 113:11 135:2</p> <p>surprised 133:15,18 134:17 135:11 218:25</p> <p>surprisingly 16:25</p> <p>suspect 161:16 180:21</p> <p>Suzanne 194:9</p> <p>swear 9:22</p> <p>switch 67:13</p> <p>Switching 49:9 60:15</p> <p>sworn 10:3 90:13 232:16</p> <p>system 75:19 76:17 82:11,17,21 84:7 85:2,17 89:20 98:18,25 101:8,12,20,24 103:6,11 186:2,25 187:15,22 188:7 198:24 199:17 217:25 234:12</p> <p>systems 102:8</p>	<p>T</p> <p>Tab 17:16 55:17 90:24 91:5 98:9 130:4 150:18 161:21 168:15 173:16</p> <p>table 127:23 219:20</p> <p>taking 9:12 53:5</p> <p>talc 10:9 19:9,13,16 20:2,6,14,24 22:7,21 24:11,25 25:15 28:7 30:24 31:2,4 33:3 37:8,18 44:5 45:3 46:12,23 49:20 53:7,16 54:11 55:6 60:19,24 62:3,4,20 63:17,22 68:5,12,18 69:20 70:3,8,21 72:6 91:20 92:2 97:5 116:5 117:20 118:21 128:6,19 212:12 214:20 234:7</p> <p>talc-related 55:11</p> <p>talcum 15:6,16 200:15 201:3,5 225:11</p> <p>talk 32:13 112:22 117:8 143:3 148:6 166:3 201:16</p> <p>talking 15:15 23:22 32:21 41:16,17 73:15 88:19 122:15 131:14 140:11 160:10 200:18 201:4 219:21</p> <p>Tarrant 13:7</p> <p>tasked 34:21</p> <p>TCC 25:22 37:23 39:23 40:5,9 70:22,25 71:5,19,25 72:13,17 103:24,25 104:15,17,18 105:20,23 106:13,14,25 107:12,13,20,22 108:12 110:20 122:3 129:21 147:7,21 177:22 199:11,25 203:10,13 223:7 227:6</p> <p>TCC-1 28:23</p> <p>TDP 155:4 164:7 208:16</p> <p>team 29:20</p> <p>teams 29:17</p> <p>tech 40:7</p> <p>telling 65:13 87:4 181:11</p> <p>ten 119:4</p> <p>tend 68:8</p> <p>tenets 101:11,23</p> <p>tentative 37:25</p> <p>tenure 13:25 16:23</p> <p>tenured 44:17</p> <p>term 107:8,10,18 130:20,22 131:15 133:2 135:6,22 136:13,20,24 137:4,19 138:9,13,19 139:11,16,19 140:6 141:22 142:10,15 143:2 145:15 155:6</p>
---	--	--

<p>191:14 204:9,23 234:14</p> <p>terminated 122:13,22 123:10 214:21</p> <p>termination 121:19 214:8,17 219:2</p> <p>terms 49:16 63:7 119:19 128:15 204:22 225:8</p> <p>terrain 161:18</p> <p>territory 170:3</p> <p>testified 10:4 21:15 128:22 164:23 197:5 209:15</p> <p>testify 129:11</p> <p>testimonial 90:22 196:18</p> <p>testimony 21:12 75:8 77:5 90:13,16, 19,22 146:5 181:9 194:20 195:21 202:22 220:13 236:7</p> <p>Texas 10:21 13:22 14:2,20 57:2 98:23 100:5</p> <p>text 161:23 162:4 164:24 234:23</p> <p>then-pending 73:16</p> <p>theoretical 102:3</p> <p>theoretically 42:2</p> <p>thereof 33:13</p> <p>thing 24:2 79:17,19 80:9 87:13 88:11 90:7 113:8 230:20</p> <p>things 79:22 148:24 161:15 212:4 224:3 226:4</p> <p>thinking 52:7 131:13 168:11</p> <p>third-party 17:22 18:3,22 19:16 20:6 233:16</p> <p>thought 32:9 57:3 113:7 142:24 223:14</p> <p>thoughts 98:4 171:18</p> <p>thousands 87:2 96:3,14 115:20 197:3</p> <p>tight 121:10</p> <p>til 150:11</p> <p>time 9:4,5 11:11 19:23 24:9,16,19 27:17 28:22 29:4,19 34:14,19 35:16 36:3,5,17,22 37:13,15,20 45:16,20 48:3,5 67:20,25 70:15 72:15,22 76:10,15 79:6 80:7,14 83:5,10,19,25 85:14 88:8 93:9 94:15,19 95:10 96:12 97:10,17 100:15 101:13,16 102:20 103:14 104:18 105:13 106:20 108:6 110:20 116:8,21,22 117:23 118:2,12, 17,18 119:10,11,12,22 120:6 121:24 122:5,12,24 123:8 127:22 128:4,13,</p>	<p>17 133:17,18 134:13 135:5,12,15 138:24 139:3,11 146:9,10 147:16 148:6,12 160:15 161:5,10 162:22 163:19 164:25 165:21 171:24 185:13 188:4,7 190:2,15,21 196:4 205:12 218:7 226:10,19 229:10 232:6 236:6</p> <p>timeframe 107:24 108:2 129:20 137:14 230:13</p> <p>Timeframes 105:11</p> <p>times 29:10 61:17 64:6 105:9 164:20 166:5 222:3 226:17</p> <p>timing 29:7 134:18 139:9 159:17</p> <p>tired 211:3</p> <p>to-do 49:3</p> <p>today 9:17,20 11:2 12:10,18 13:2 16:10,11,13 23:18 24:14 33:25 35:12 39:14 45:14 47:22 51:22 52:23 53:24 55:2 57:22 58:5 59:25 62:10 66:17 67:10 69:24 70:5 73:9 84:18 88:9 90:17 107:7 108:5 109:2 111:13,17 114:8 119:15 122:16 128:10 132:5,23 134:14 136:23 142:18 144:24 145:10, 17 146:22 148:10 156:10 174:22 175:4 177:25 180:13 194:21,25 195:11 197:2,13 198:5,16 204:6 205:10,19 209:19,25 226:16 227:3,17 228:6</p> <p>today's 9:3 120:12 228:25 232:4</p> <p>told 120:22 129:14</p> <p>tolling 25:6,8</p> <p>Tom 193:20</p> <p>tomorrow 173:11 188:22 198:9 204:3 207:19</p> <p>tooth 87:7</p> <p>top 29:18 91:23 100:8 178:7 206:25</p> <p>topic 193:21</p> <p>tort 73:5 74:17 75:18 76:17 82:11 84:6 117:6,8 185:25 186:25 187:15 188:7 198:24 199:17 218:9,24</p> <p>torts 69:12</p> <p>total 24:19 63:10 224:2</p> <p>touch 120:14 221:4</p> <p>touches 188:14</p> <p>track 144:4 160:11</p> <p>traditional 77:23 78:24 80:24</p> <p>trail 126:19</p>	<p>transcribe 75:7 77:4 86:16</p> <p>transcribed 75:15 77:8 79:15 81:12 86:19 236:9</p> <p>transcript 193:4 229:5,21 230:3,23 236:7</p> <p>transfer 13:10</p> <p>transferred 17:9 26:4 56:20,24</p> <p>transparency 59:3 109:5 110:16</p> <p>transparent 110:18 129:13</p> <p>travesty 79:23</p> <p>treat 52:10 149:4</p> <p>treated 185:24 186:23</p> <p>treatment 42:7 145:15,25</p> <p>treats 222:9</p> <p>trial 25:11 33:9,10 49:24 50:4,14 183:23 198:25</p> <p>trials 94:8,16</p> <p>true 78:12 79:7,8 80:5 83:6 85:17,20 95:7,8,11,20 101:14 102:23 103:24 104:3 117:24,25 118:10 165:3 236:7</p> <p>trust 45:5 47:16 170:7 204:18 205:16</p> <p>Trustee 189:19</p> <p>tube 63:18</p> <p>turn 113:6 188:21 221:24</p> <p>two-year 13:24</p> <p>type 19:20 61:12,15 64:7,8 110:12 172:19 178:18 180:3 200:17,21 207:4</p> <p>types 180:2,17 192:5 207:9 225:12</p> <p>typically 52:9</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>U.S. 82:6 87:14 172:17 189:19</p> <p>Uh-huh 203:7</p> <p>ultimately 33:8 75:17 76:16 111:9 129:21 201:22</p> <p>unable 111:12 170:21 171:23</p> <p>unaware 68:15</p> <p>uncertain 163:8</p> <p>unclear 11:4,7</p> <p>undated 210:6,13,15 211:5,11</p> <p>understand 11:16 19:10 20:18 21:2,</p>
---	--	---

<p>6,20 23:10 25:2 30:20 44:24 51:23 112:20 126:13 154:16 155:10,15 157:6,12,22 169:17 170:11 188:23 223:11 224:13</p> <p>understanding 12:16 40:12 45:11 122:20 123:8 125:15,18 132:4 133:20 141:19 156:11,14 157:16 158:15 170:4,15 181:25 197:10,23 198:19 202:24 205:20 215:2 216:2,8,12 217:11 222:7 224:20</p> <p>understandings 224:6</p> <p>understood 11:8 19:4,11,21 20:4, 12,21,25 21:13 40:23 217:23</p> <p>undertaken 139:14 184:14</p> <p>undertook 65:8</p> <p>unfiled 24:12,16,24 25:5,14 60:18,23 61:9 62:12 194:24</p> <p>unidentified 145:9</p> <p>United 9:9</p> <p>units 55:4 102:15</p> <p>University 13:14,18</p> <p>unknown 145:9</p> <p>unprecedented 164:10</p> <p>unsigned 120:22</p> <p>untrue 165:22</p> <p>unwilling 171:12</p> <p>update 89:25</p> <p>updates 185:7</p> <p>upper 58:6</p> <p>URL 73:25 74:5</p> <p>uterine 180:25 220:21</p> <p>utilize 180:4 182:21</p>	<p>verdict 43:25 44:9</p> <p>verified 173:19 174:4 197:6 235:11</p> <p>versa 223:24</p> <p>version 120:23 135:18</p> <p>versus 34:18 46:3 51:16 197:14 225:24</p> <p>vice 223:24</p> <p>victims 75:21,23 77:22 78:23 82:23 83:14 85:4 87:11 159:3 202:16</p> <p>video 9:6 90:9,12,19</p> <p>videoconference 9:13</p> <p>view 11:18 89:8 101:24 102:20 103:5 146:14 147:8,17,21 148:15 149:4,7, 20</p> <p>viewed 97:2</p> <p>viewing 140:18</p> <p>views 217:22,23 218:7</p> <p>vigilant 102:9,18</p> <p>violating 108:18 121:2</p> <p>violations 101:11,23</p> <p>virtual 71:5</p> <p>virtually 194:15</p> <p>virtue 225:23</p> <p>visibility 224:3</p> <p>voluminous 115:16 168:24</p> <p>vote 38:6 47:21 158:21,22 162:16 163:7,20,21 165:7,9,15 184:3 212:24 220:16</p> <p>voted 38:9 41:3</p> <p>voter 159:2</p> <p>votes 45:2</p> <p>voting 184:6</p>	<p>Watts 68:6,17 69:10,20 116:5,8,11, 13 117:5 122:12,15 136:25 137:4</p> <p>Watts' 68:23</p> <p>ways 82:21 85:2 164:21 213:6</p> <p>weak 225:20</p> <p>weaker 201:9</p> <p>web 9:13</p> <p>website 92:11</p> <p>weeds 28:11 63:8 64:20</p> <p>week 59:18</p> <p>weighs 82:6</p> <p>weird 184:23</p> <p>well-established 134:21</p> <p>well-respected 44:18</p> <p>West 10:21</p> <p>wet 112:9</p> <p>whatsoever 126:25</p> <p>WHEREOF 236:15</p> <p>wheres 224:5</p> <p>whistle 112:10</p> <p>Whitley 57:10</p> <p>wholesale 131:11</p> <p>whys 224:4</p> <p>wife 124:17</p> <p>window 135:5</p> <p>Winikur 36:5,13</p> <p>wise 57:3</p> <p>wishes 171:18</p> <p>withdraw 59:19 193:23 210:10 214:22</p> <p>withdrawal 214:4</p> <p>withdrawn 26:13 28:3 35:14 39:6 40:23 48:4 53:12 60:21 61:7 62:17 63:15 66:6,8 78:18,19 93:12 107:9 111:20 116:3,12 117:22 121:15 125:16 128:12 138:25 143:18 144:8 147:4 149:6,8,10 153:14 154:10 156:13 158:13 171:6 179:8 180:2 186:20 210:13 218:14 225:16</p> <p>withdrew 60:5 214:15</p> <p>wolf 117:14</p> <p>Wolfson 29:25 35:17 78:3</p>
<p>V</p> <p>value-added 42:24</p> <p>variables 148:24 166:14,25 226:15</p> <p>varies 201:14</p> <p>vast 26:12,14</p> <p>vein 69:9</p> <p>vendors 183:24</p> <p>venue 44:11 80:25 103:6</p> <p>venues 77:24 78:25</p>	<p>W</p> <p>wait 209:16</p> <p>wake 95:10</p> <p>wall 221:16</p> <p>walled 214:25 216:25 217:3</p> <p>wanted 110:9 194:19 199:23</p> <p>watched 196:18</p>	

Wolfson's 28:9

Womble 190:16

women 75:20 94:9 225:18,21,23

won 97:22

word 92:17 169:16

words 47:11 76:6 116:16 152:4

work 53:2 62:19,23 68:9,11 82:20
85:2 115:24 143:24 153:24 154:2
188:16 228:10,20

worked 68:4 82:17 154:25 158:3
207:17

working 13:9,12 62:24 63:5 65:22
155:8 156:25 158:9 163:13 164:16
172:15 187:9 212:5 213:15 226:5,6

works 116:15

world 73:13 84:16 187:14

worthy 33:10

wrinkles 172:16

write 73:10

written 42:22 72:23

wrong 79:21 91:3

wrote 101:4,6 103:3 162:12

Y

Yanez 13:25

year 44:5 88:9

years 13:8,20 14:14 37:21 42:14
43:15,20 55:15 115:20

yes-or-no 142:22 200:3

yesterday 205:19

York 73:5 74:15,16,23 186:4 217:24

Z

Zoom 105:10